US Army Corps
of Engineers
Savannah District

Fort Gillem
Georgia

Solicitation Number
DACA21-02-R-0024
Battalion Headquarters and Admin (EOD)
Volume I of II
FY-02, Line Item 17620
June 2002

PHASE TWO OF TWO PHASE DESIGN/BUILD SUBMITTAL PROCEDURE

FOR THIS PROCUREMENT COMPETITION WILL BE LIMITED TO 8(A) FIRMS SERVICED BY SBA REGION IV DISTRICT OFFICES (GA, AL, NC, SC, TN, MS, FL, KY) OR MUST HAVE AN ESTABLISHED, VERIFIABLE FULL TIME BRANCH OFFICE (AS DEFINED BY SBA) WITHIN REGION IV WHICH HAVE 233320 AMONG THEIR APPROVED NAIC CODES

U.S. ARMY ENGINEER DISTRICT, SAVANNAH
CORPS OF ENGINEERS
100 WEST OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640

NOTICE TO BIDDERS

1. WITH RESPECT TO FAR PART 9.5, SUBPART 9.505-2(b)(1) and (2), THE A/E FIRM OF STEVENS AND WILKINSON OF ATLANTA, GEORGIA, PREPARERS OF THIS RFP, HAVE BEEN DETERMINED TO BE INELIGIBLE TO COMPETE FOR THE DESIGN/BUILD CONTRACT TO BE AWARDED VIA THIS SOLICITATION.

2. SEE SECTION 00100 FOR PRE-PROPOSAL CONFERENCE INFORMATION.

3. CLAUSE 52.214-4001(c) "FACSIMILE MODIFICATION OF BIDS" NOW CONTAINS THE FOLLOWING LANGUAGE:

ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.

4. For those contracts over $1,000,000 a SUBCONTRACTING PLAN is required of the successful LARGE BUSINESS bidder/offeror. LARGE BUSINESS bidders/offerors should submit this plan with the bid/offer. This requirement shall be one of the elements addressed by the Contracting Officer in determination of Contractor responsibility prior to award of a contract.

5. SMALL BUSINESSES are exempt from the requirement to submit a subcontracting plan. They are NOT exempt from the requirement in FAR 52.219-8 to make maximum practicable opportunity available to other small businesses for subcontracting.

6. SUBCONTRACTING PLAN REQUIREMENTS:

a. FAR CLAUSE 52.219-9: Paragraphs (d) and (e) address the items that shall be included in the subcontracting plan.

b. DFARS 219.704(a)(1) addresses the use of Historically Black Colleges and Universities and Minority Institutions (HBCU/MI) subcontractors which is a composite of the small disadvantaged business (SDB) goal.

7. DFARS 219.705-4(d) addresses review of the subcontracting plan for positive goals and the extent to which an offeror plans to use competition restricted to small disadvantaged business concerns (SDB), historically black colleges and universities, or minority institutions (HBCU/MI).

8. For additional information concerning subcontracting plan requirements, please call Ms. Gwennette Parker, Small Business Specialist, telephone (912) 652-5340.

Solicitation No.
DACA21-02-R-0024

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Attachment 1 to Section 00800

Specifications

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. DACA21-02-R-0024-0006	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 20-Feb-2002	PAGE OF PAGES 1 OF 256

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE DACA21	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
A-E & CONSTRUCTION BRANCH 100 W. OGLETHORPE AVE SAVANNAH GA 31401-3640	**See Item 7**
TEL:(912)652-5075 FAX: (912)652-5828	TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	SANDRA B MEYERS	912/652-5324

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Performance documents are hereby incorporated and attached.

BATTALION HEADQUARTERS AND ADMIN (EOD)
FORT GILLEM, GEORGIA

Contract Specialist: Ms. Sandy Meyers, (912) 652-5324
email: sandra.b.meyers@sas02.usace.army.mil

Contracting Officer: Ms. Julie M. Oliver, (912) 652-5899
email: julie.m.oliver@sas02.usace.army.mil

11. The Contractor shall begin performance within 5 calendar days and complete it within _____ calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* 52.211-10 *.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [X] YES [ ] NO	12B. CALENDAR DAYS 5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 26 Aug 2002 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE / FACILITY CODE	

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	**ITEM**	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY / 31C. AWARD DATE

Section 00010 - Solicitation Contract Form

SUPPLIES OR SERVICES AND PRICES/COSTS

DESIGN/BUILD
EOD GROUP HEADQUARTERS AND COMPANY OPERATIONS FACILITIES
FORT GILLEM, GEORGIA

TOTAL BASE BID
(ITEMS 0001 THROUGH 0003)----------$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE BID - Design Effort, and Engineering Services During Construction, Complete	1	Lump Sum	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASE BID - Construction of EOD Group Headquarters and Company Operations Facilities, Complete to 5 Foot Building Line	1	Lump Sum	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BASE BID - Site Preparation and Development Including Utilities and demolition of three buildings. (Everything outside the 5 Foot Line of new buildings), Complete	1	Lump Sum	$_____	$_____

*4

Technical Evaluation paragraph 3.7.4.2, Schedule and Proposal Rating Worksheet, Factor 2-5b, Schedule Information, states that your proposed schedule will be evaluated more favorably if it indicates project completion prior to the Government indicated maximum duration. In addition to those submittals, indicate below your proposed contract completion period and intent of fast tracking.

Contract Performance Period _____ calendar days

Fast Tracking _____yes _____no

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY FULL TEXT

52.232-4001 COST LIMITATION – JUNE 1999

The contract award for design and construction shall not exceed $4,970,000.00 for this project. Offerors are under no obligation to approach this amount.

(End of Clause)

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at http://assist.daps.mil; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

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

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

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-4001 FACSIMILE MODIFICATION OF BIDS (Ref. FAR 52.214-5(c)) (JUL 1999 CESAS-CT-C)

(a) Definition. "Facsimile bid modification," as used in this solicitation means a modification to a bid that has been submitted in accordance with the solicitation.
(b) Bidders may submit facsimile bid modifications to this solicitation. These facsimile bid modifications must arrive at the place and by the time specified in the solicitation.
(c) ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.
(d) Facsimile bid modifications must contain the signature of an official of the company.
(e) Facsimile receiving data and compatibility characteristics are as follows:
(1) Telephone number of receiving facsimile equipment: 912-652-6001
(2) Compatibility characteristics - CCTTT Group 3, 2, 1
(f) If the bidder chooses to transmit a facsimile bid modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile modification, including, but not limited to, the following:
(1) Receipt of garbled or incomplete modification.
(2) Availability or condition of the receiving facsimile equipment.
(3) Incompatibility between the sending and receiving equipment.
(4) Delay in transmission or receipt of modification.
(5) Failure of the bidder to properly identify the modification.
(6) Illegibility of modification.
(7) Security of modification data.

(End of provision)

52.214-4002 HAND-CARRIED OR MAILED BIDS/PROPOSALS:

All bids/proposals must be clearly identified with the contractor name and address and Notice to Bidder OF-17 label affixed to the lower left corner of the outermost wrapper indicating the Invitation No., Date of Bid/Proposal Opening, Time of Opening, and Bid/Proposals For information. Bids/Proposals not properly identified on the outermost wrapper may not be acceptable if received late by the Contracting Officer, as there may be not way to determine the exact time of receipt by the agency.

The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids/proposals on its behalf as indicated below.

Bids/Proposals delivered by commercial carrier and those sent by U.S. Mail must be addressed as indicated below. Bids/proposals shall not be addressed to any specific person.

U.S. Army Engineer District, Savannah
ATTN: CESAS-CT-C
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640

Bids/Proposals sent by U.S. Mail must be mailed within sufficient time so that they will be received in the mailroom on the first floor not later than the exact time set for opening of bids/proposals.

Commercial carrier hand-carried bids/proposals must be delivered to mailroom personnel on the first floor not later than the exact time set opening of bids/proposals.

Contractor hand-carried bids/proposals delivered more than a half-hour before bid opening must also be delivered to mailroom personnel on the first floor.

Contractor hand-carried bids/proposals delivered within a half-hour of bid opening must be delivered to the bid opening room on the second floor.

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

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

(1) Obviously misplaced decimal points will be corrected;

(2) Discrepancy between unit price and extended price, the unit price will govern;

(3) Apparent errors in extension of unit prices will be corrected;

(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

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

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

(End of statement)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the

solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(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)

52.222-23 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
21.2%	6.9%

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

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

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

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

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

(3) Estimated dollar amount of the subcontract;

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Clayton County, Fort Gillem, Georgia.

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

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

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

212 2050 208 8021 P100000000 3200 S09133

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

U.S. Army Corps of Engineers, Savannah District
ATTN: CESAS-CT-C
100 West Oglethorpe Avenue
Savannah, Georgia 31401

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
June 21, 2002 at 1:00 p.m.

c) Participants will meet at--
Room D, Building 902, Hood Avenue, Fort Gillem

Proposers should forward the Name, Driver's License or Social Security Number, and make/model of vehicle for each attendee to Tim Morris of the Corps of Engineers by Wednesday, June 19. E-mail address is timothy.c.morris@sas02.usace.army.mil. Phone number is (912) 652-5474.

Each person should have a picture ID at the gate to Fort Gillem. Vehicles should have proof of insurance and registration. Drivers should allow enough time to process through at the gate and should be prepared for a possible search of the vehicle. The Moreland Avenue gate is open at all times. The Iverson gate at the west end of Fort Gillem is open from 11 a.m. to 1 p.m. and from 3:30 p.m. to 6 p.m. Point of contact at the Installation is Ms. Janie Thompson, (404) 464-3189.

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

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

(End of provision)

52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between

$1,000,000.00 and $5,000,000.00.

Section 00110

PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. PROPOSAL OVERVIEW.

1.1 General. Inasmuch as the proposal will describe the capability of the offeror to perform any resultant contract, as well as describe its understanding of the requirements of the Statement of Work, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straight-forward, concise delineation of capabilities to satisfactorily perform the contract being sought. The proposal should therefore be practical, legible, clear and coherent.

1.2 Proposal Submissions and the Two (2) Phase Design-Build Process. This process requires potential contractors to submit their performance and capability information initially for review and consideration by the Government. Following the review, evaluation, and rating of these proposals, the Government will select up to five of the highest rated contractors to receive the technical requirements package and provide a technical and cost proposal for consideration by the Government. The technical and cost proposals of the selected contractors will be reviewed by the Government. The technical information contained in this Phase 2 proposal will be reviewed and evaluated by the Government in accordance with the evaluation criteria set out in Section 00120 : PHASE 1 EVALUATION MANUAL. The final evaluation rating used for comparison, selection, and award will reflect both the rating received in Phase 1 and the evaluation rating received in Phase 2. Cost information will not be rated in either phase but will be evaluated in response to the funding limitations set out in Section 00010 – PRICE PROPOSAL SCHEDULE and other offeror's price proposals. The proposal process for this two (2) phase procurement consists of the following individual pieces:

PHASE 2 PROPOSAL

- Pro Forma Information
- Completed Price Proposal Information
- Project Management Plans and Schedules
- Other Information (Any additional information – background provided by the proposer)

NOTE: FOR ALL THOSE CONTRACTORS WHO COMPETE IN BOTH PHASE 1 AND PHASE 2, THE CONTRACTOR'S PROPOSAL SHALL BE DEFINED AS ALL INFORMATION WHICH WAS SUBMITTED IN RESPONSE TO THE REQUIREMENTS OF BOTH PHASES OF THE SOLICITATION.

2. Deleted.

3. PHASE 2 PROPOSAL SUBMISSION INSTRUCTIONS

3.1 Who May Submit. Proposals may be submitted by the offerors who receive written notification from the Savannah District Contracting Officer that their firm has been selected to participate in Phase 2 of this solicitation. No more than five offerors will compete in Phase 2. The Government intends to announce the names of offerors selected for Phase 2 in the Government Point of Entry (GPE) unless an offeror provides written notification and explanation for not wanting this information released.

*3
3.2 Where to Submit. Offerors shall submit their proposals to the U.S. Army Corps of Engineers, Savannah District, 100 West Oglethorpe Street, Savannah, Georgia 31402.

3.3 Submission Deadline. Proposals shall be received by the Savannah District no later than the time and date specified.

3.4 General Requirements.

3.4.1 In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to clearly indicate the materials, equipment, methods, functions, and schedules proposed.

3.4.2 In addition to the design documents addressed below, proposals must contain financial terms, management information, schedules for design and construction, and the representations and certifications. Specific requirements are described below.

3.4.3 Title Page, including the title of the solicitation, solicitation number, offeror name, and date of the submittal.

3.4.4 The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation, (such as company brochures), shall be relegated to appendices.

3.4.5 Size of Printed Matter Submissions.

3.4.5.1 Written materials: 8-1/2" x 11" format.

3.4.5.2 Drawing sheets: Use Size A1 approximately 24" x 36" for full size drawings which are not intended for reduction to half-size sets. Half size sheets size A2 approximately 16" x 23" are also acceptable.

3.4.6 Compliance Statement: The offeror is required to certify that all items submitted in its technical proposal comply with the RFP requirements and any differences, deviations or exceptions have been identified and explained. Offerors are required to complete the statement and submit it with their technical proposal. Even if there are no differences, deviations or exceptions, the offeror must submit the Compliance Statement and state that none exist.

Statement of Compliance

_____Insert name of the offeror_____ hereby certifies that all items submitted in this proposal and final design documents (after contract award) comply with the solicitation requirements. The criteria specified in Request for Proposal No. DACA21-02-R-0024 are binding contract criteria and in case of any conflict after award, between DACA21-02-R-0024 and the contractor's proposal, the Request for Proposal criteria shall govern unless there is a written and signed agreement between the contractor and the Government waiving a specific requirement. Should this proposal result in the award of a contract. this statement will be included on each sheet of drawings and on the cover of the specifications.

3.5 Exceptions. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal.

3.6 Price Information. The technical proposal shall not include any cost information. The technical and price proposals shall be submitted as two separate documents.

3.7 Proposal Requirements and Submission Format. The proposals sought by this solicitation shall contain the categories of submittal information as follows:

3.7.1 Pro Forma requirements. This information should be submitted in an envelope labeled "Pro Forma Requirements." This category consists of representations and certifications, subcontracting plan, proposal bonds, and completed Standard Form 1442. Provide original and one (1) copy.

3.7.2 Price Proposal Information. Offerors shall complete all portions of the Price Proposal Schedule and furnish it in a separate envelope in original and one copy.

3.7.3 Proposal Submission for Technical Data Requirements. This information shall be submitted in separate three-ring binders labeled "Design-Technical Information." This category consists of design documents, drawings, sketches, outline specifications, design analysis, catalog cuts, and other information. Provide an original and five copies of the drawings (size A1); an original and five copies of half size drawings (size A2) with a minimum of one full size set; 1 set of color boards; and an original and five copies of catalog cuts and other technical data. The drawings shall be bound.

3.7.3.1 The following factors will be evaluated based on the material provided to meet the technical data requirements:

FACTOR 2-1: BUILDING FUNCTION AND AESTHETICS

FACTOR 2-2: BUILDING SYSTEMS

FACTOR 2-3: SITE DESIGN

FACTOR 2-4: SUSTAINABLE DESIGN CONSIDERATIONS

3.7.3.2 The following technical data shall be submitted as part of the formal proposal. Proposals shall include graphic description of the design included in the basic proposal clearly indicated as such. All alternate designs shall be graphically described on separate drawings from the basic proposal. Offerors are advised that the required data listed below will be utilized for technical review and evaluation and used for determination of a "Quality Rating" by a Technical Evaluation Team. Materials indicated in the design/construction criteria, but not indicated in the offeror's specifications, will be assumed to be included and a part of the proposal.

TECHNICAL REQUIREMENTS

1. SITE DEVELOPMENT DESIGN SUBMITTAL REQUIREMENTS. The site development portion of the proposal must outline the proposed site demolition, layout, grading, storm drainage, and erosion control practices of design and construction. Improvements to the RFP site plan are encouraged. A topographic survey will be provided at Phase II to the proposers in English units. The design shall include the following:

1.1 General Site Development Description of the Project. State the purpose, functional layout of all major structures in relation to parking and access drives, the extent of grading and drainage system, as well as erosion control measures in sufficient detail to delineate and characterize functional features and the desired image or visual appearance of this project. The narrative shall reflect setbacks requirements as indicated in Section 01020, paragraph 12.3.2 as well as the visual characteristics of the surrounding topography. Include a statement addressing Force Protection Compliance, as well as a statement addressing Storm Water Management such that post development runoff does not exceed pre development runoff flows. Also include a statement of any requirements for traffic control signals and signage plans. Provide a brief statement of the exterior construction materials to be used in the project.

*3 1.1.1 Design Calculations. Submit calculations for the following:

*3 1.1.2 Storm drainage pipe design calculations shall not be required for the proposal submittal. Storm drainage pipe design calculations for the final design submittal shall show that the pipes are adequately sized using the Rational Method in accordance with technical instructions.

*3 1.1.3 Storm water detention pond calculation shall show that the pond is adequately sized such that post development runoff does not exceed pre-development runoff in accordance with Fort Gillem requirements. Storm water detention can be designed as an underground system.

*3 1.1.4 Outline Specifications. Provide a list of titles of specifications proposed for use in the design, if the section is not provided in this RFP.

1.2 Site Development Drawings. Drawings shall be shown at 1 in = 30ft scale (or 1:400 in metric units). All drawings shall have a Legend, North Arrow, and a graphic bar scales. Drawings shall be provided in sufficient detail and annotated so that Government may visualize how the designer has interpreted the user's functional and operational requirements in his proposal for final design. Drawings shall include, the following:

1.2.1 Demolition Plan and Tree Removal Plan. The demolition plan shall also show the limits of tree removal.

1.2.2 Layout Plan. This plan should show the building layout in relation to parking areas, access drives, and pedestrian walkways. This plan should show overall dimensions of parking lots, minimum building setbacks (in compliance with Force Protection), minimum setback from Streets or Roads, utility pad locations (this includes dumpster, electrical and mechanical equipment pads). The Layout Plan will also show location of sidewalks, access drives, retaining walls, fencing, site steps, service vehicle drives, pedestrian bridges, sports fields, handicap parking spaces, and curb and gutter. The use of patterning shall be required to distinguish between concrete pavement and bituminous asphalt pavement. The submitted layout plan shall also show dimensions of major items such as building, parking lot rather than coordinates of corner points.

1.2.3 Grading and Drainage Plan. This Plan should show contour elevations at 1-foot (250mm) minimum interval and critical spot elevations, as well as finish floor elevations. This plan should also show the locations of storm inlets, curb inlets, manholes, storm drainage pipes, culverts, headwalls, storm water control structure, detention pond area, and drainage ditches. Drainage ditches shall be kept to a minimum due to the highly erodable soil. Curb cuts for drainage of parking lots and access drives are prohibited.

1.2.4 Erosion Control Plan. Provide a narrative on what erosion control measures will be used in this project.

*3 1.3 Landscape Design Narrative. The landscape design narrative shall include an analysis of existing site conditions, including an indication of existing trees and plant materials that are to be saved and remain on the project site. The narrative shall indicate specific site problems related to proposed development and the rationale for proposed plant selection and locations. The narrative shall also include a list of suggested types and sizes of plant materials to be used (use native plants as much as possible). The narrative shall discuss what materials are being included in the project that comes from recycled materials and renewable resources.

1.3.1 Outline Specifications. Provide a list of titles of specifications proposed to be used in this design, if the section is not provided in this RFP.

1.4 Landscape Design Plan. This plan shall include existing trees and under story to be saved, new trees to be planted, screens, buffers, lawns, and mulched area for the project. Both large shade trees and small under story and ornamental trees shall be shown. Plant labels shall be provided for the plans. Also to be provided is a drawing at a larger scale of the building entrance of the project site to indicate the Landscape Architect's ideas or intent for a more detailed planting plan as used in foundation plantings including plant labels.

1.5 Environmental Engineering Design.

1.5.1 Design Narrative shall include general utility layout with connection points, valve fittings and requirements for pneumatic ejector, sewage pumps and sump pumps.

1.5.1.1 Outline Specifications: Provide a list of titles of specifications proposes for use in the design, if the section is not provided in this RFP.

1.5.2 Exterior Utility Layout: The proposal shall include a utility layout, which depicts the relative placement of water and sanitary sewer systems. The layout plans should take into account the ease of maintenance and utility corridors.

2. STRUCTURAL DESIGN SUBMITTAL REQUIREMENTS. The structural portion of the proposal must outline the proposed methods and materials of design and construction. The design shall include the following:

2.1 Structural Narrative.

2.1.1 General. Provide a general description of the scope of the project and all of the major structures. Give overall building dimensions and a description of the principal features such as wall and roof construction proposed. If the building is irregularly shaped, explain where seismic joints will be placed to create regular shapes or provide a statement that a dynamic analysis of the building will be performed.

2.1.2 Framing System.

2.1.2.1 Provide a description of the framing system chosen.

2.1.2.2 Provide a description of the lateral load resisting system and how these loads will be transmitted to the foundations.

2.1.2.3 Foundation. Give a description of the anticipated foundations based on information provided in the RFP.

2.1.2.4 List special design features.

2.1.2.5 Fire Resistance Statement. State the required fire resistance criteria for all portions of the structural system and the proposed method of meeting these requirements.

2.2 Design Analysis. The following specific items shall be included.

2.2.1 Load Assumptions. State the live loads for which the facility is to be designed. Include roof and floor loads. Provide the wind loads, lateral earth pressure loads, seismic loads, etc. as applicable. Complete analysis is not necessary, only tabulation of loads is required.

2.3 Outline Specifications. The proposer shall provide a list of titles of specifications he proposes to use in the design, if sections are not provided in this RFP.

3. ARCHITECTURAL DESIGN SUBMITTAL REQUIREMENTS.

3.1 Architectural Narrative. State the proposed image or design theme of this proposal. Describe interior design theme. Describe any special features or finishes that contribute to the proposed design theme. Describe construction of typical interior partitions. List all architectural betterments and deviations included in the proposal.

3.1.1 Certifications. Provide signed and dated certification that the final design shall meet "U" values required in the RFP for each exterior wall assembly and roof assemblies. Provide signed and dated certification that the mechanical room is of sufficient size to accommodate and serve all mechanical equipment shown and specified by the mechanical design. Include with architectural narrative.

3.1.2 List of Specifications. Provide a list of titles of specifications proposed to use in the design. It is not necessary to include sections required in this RFP.

3.2 Architectural Drawings. Drawings shall be provided in sufficient detail for reviewers to visualize how the designer has interpreted the RFP functional and operational requirements in his proposal. Drawings shall include, but not be limited to, the following:

3.2.1 Floor Plan(s). Floor plans for each floor shall drawn accurately to scale and shall be shown at 1/8 “ = 1’-0” scale. Show gross floor area tabulations on lower portion of plate. Label all spaces. Indicate net area of all spaces. Show all doors, windows, plumbing fixtures, toilet partitions and built-in casework. Show required workstations as dashed-line blocks to demonstrate that the spaces accommodate the required workstations. Show overall building dimensions. If the floor plan(s) must be drawn in segments in order to comply with the requirements on the proper scale, provide a separate 1/16”=1’-0” scale composite floor plan showing exterior walls, interior partitions, circulation elements and cross referencing for enlarged floor plans.

3.2.2 Building Elevations. Exterior elevations shall be drawn to 1/8”=1’-0” scale for all four major building elevations. Elevations shall show all windows, doors, canopies, and platforms. All building exterior materials and roof pitches shall be noted clearly.

3.2.3 Typical Wall Section. Provide one exterior wall section indicating the predominant exterior wall and wall/roof intersection condition. Show overall wall thickness and eave height. Note all materials. Wall section shall be unbroken where practical and drawn at ¾”= 1’-0” scale.

3.2.4 Room Finish Schedule. Provide a room finish schedule indicating the following for all spaces: floor, wall base, wainscot, wall and ceiling finishes; wainscot height, wall base height and ceiling height.

4. MECHANICAL DESIGN SUBMITTAL REQUIREMENTS.

4.1 Heating, Ventilating, and Air Conditioning. Narrative of design analysis will contain the following:

4.1.1 Criteria listings - manuals, pamphlets, technical books, etc.

4.1.2 Design conditions used in calculations - inside and outside temperatures, personnel load, outside air or ventilation requirements, U-factors, and other special conditions.

4.1.3 Block loads for heating and cooling shall be calculated using ASHRAE-based methods. Where passive solar applications prove feasible and cost effective, the proposer shall employ a load calculation method that can incorporate all applicable passive solar factors. All load calculation software must be traditionally used by the industry.

4.1.4 Brief description of various items of equipment, including catalog cuts. Indicate operating temperatures and capacities.

4.1.5 Description of piping systems including type of pipe, insulation requirements, and whether concealed or exposed, including catalog cuts.

4.2 Plumbing. Narrative of design analysis will contain the following:

4.2.1 Criteria listing - manuals, codes, etc.

4.2.2 Plumbing analysis to determine number of fixture units, cold and hot water capacity requirements, and equipment or capacities of miscellaneous and special systems.

4.2.3 Fixture determination listing quantity and type of fixtures for both men's and women's toilets, and other fixtures such as drinking water fountains, service sinks, etc.
4.2.4 Description of domestic water heating and storage equipment, including capacity, type (gas, electric, boiler, water), materials, and insulation.

4.2.5 Piping types and location (concealed or exposed), together with material proposed and insulation requirements.

4.2.6 Brief description of miscellaneous systems such as compressed air (capacity, pressure, piping, location of air outlets, etc.), roof drainage, natural gas (pressure, quantity, and equipment to be served), and other special systems.

4.3 Outside Utilities. Narrative of design analysis will contain the following:

4.3.1 Criteria listings - manuals, pamphlets, codes, etc.

4.3.2 Preliminary pipe size calculations in tabular form.

4.3.3 Description of the utility systems chosen.

4.4 Mechanical Drawings. Provide plan view showing the following:

4.4.1 Heating, Ventilating, and Air Conditioning. Heating, ventilating, and air conditioning equipment layout - chillers or refrigeration compressors, boilers, pumps, condensers or cooling tower, air handling units, fans, hoods, and other items of major equipment required for the facility.

4.4.2 Plumbing. Plumbing fixture layout, floor and area drains, and plumbing equipment layout (hot water generator, storage tank, air compressors, etc.).

4.4.3 Outside Utilities. Indicate locations of outside utilities where required to support the project. Show same scale as other site work drawings.

4.4.4 Mechanical Room(s). Provide a 1/4 inch = 1 foot scale (1:50) plan showing equipment layout of major components in mechanical rooms. The Engineer/ Architect of record will be required to certify that adequate space has been provided for safe operation of equipment and maintenance capability. Mechanical equipment layouts shall comply with Section 01020.

4.5 Outline Specifications. The proposer shall provide a list of titles of specifications he proposes to use in the design, if section not provided in this RFP.

5. ELECTRICAL POWER, LIGHTING, GROUNDING, AND COMMUNICATIONS DESIGN SUBMITTAL REQUIREMENTS.

5.1 Interior Electrical System Design Narrative. The interior electrical design shall be a narrative presentation and shall include the following data:

5.1.1 Provide a brief description of the lighting system(s) to be used for major areas. Include a concept lighting schedule showing room name and/or number, lighting intensity, type of fixture by manufacturer's name, voltage, and basis of design such as I.E.S. criteria, definitive, etc. Only a single catalog cut sheet is required for each fixture type. This cut sheet will establish the physical, functional and visual characteristics of the fixture and establish a level of quality.

5.1.2 State the type of wiring system, such as, rigid conduit, non metallic tubing, intermediate conduit, electrical metallic tubing, nonmetallic sheathed cable, etc. proposed and where it is intended to be used.

5.1.3 Provide a paragraph describing any special items of design, such as, specialized equipment, special receptacles, handicapped and seismic requirements, etc.

5.1.4 Describe how the 5-ohm grounding system will be achieved.

5.1.5 Describe the basic characteristics of the panel boards, protective devices, switchboard, motor control centers or other major equipment to be provided. Provide the name of the manufacturer(s) and catalog cuts that will be used.

5.1.6 Specifications: Provide a list of titles of specifications proposed for use in the design, if the section is not provided in the RFP.

5.1.7 Describe the telephone system requirements proposed for the building.
5.2 Exterior Electrical Distribution System Design Narrative. The exterior electrical design shall be a narrative presentation and shall include the following data:

5.2.1 Indicate the electrical characteristics (phase, voltage and number of wires) of the electrical system proposed for each building.

5.2.2 Provide conclusions in the design analysis as related to the total connected load and resulting kVA demand load. Indicate type, number, kVA capacity of transformer installation proposed. State the primary and secondary connections of transformers (i.e., 12,470 to 480Y/277 volts, Delta-wye) in accordance with ANSI C57.12.00.

5.2.3 State the basis for the selection of the secondary distribution voltage, i.e., 480Y/277 vs. 208Y/120. Include any analysis or reasoning used in making this selection.

5.2.4 Provide a statement describing street lighting, security, parking lot lighting, or sidewalk lighting requirements. Types of fixtures, pole heights, and proposed intensities are to be included. Only a single catalog cut sheet is required for each fixture type. This cut sheet will establish the physical, functional and visual characteristics of the fixture and establish a level of quality.

5.2.5 Provide a statement describing the extent of any exterior work such as modifications to the existing telephone vault, the telephone duct banks, television (TV) distribution system, etc.

5.3 Energy Conservation Design Narrative. Energy conservation measures shall be indicated. The narrative shall describe measures and techniques that are proposed in the electrical design that will conserve energy.

5.4 Drawings. Provide drawings of the exterior electrical system.

5.4.1 Provide a separate electrical site plan indicating all existing and proposed support utility lines and equipment required to serve the project including electrical power lines, telephone and other communication lines. The plan shall also show all roads and driveways, parking areas, and any other items necessary for functional and operating adequacy.

5.4.2 Provide electrical characteristics (voltage, phase, number, and size of conductors) for the primary and secondary lines at the point of delivery and/or any extensions. Indicate characteristics and standards of design for overhead or underground line.

5.4.3 Indicate the number, location, kVA capacity, type, primary and secondary voltages of the transformer (i.e., three-phase, pad-mounted, 150kVA, delta-wye, 12,470-480Y/277 volts) installation proposed.

5.4.4 Identify any existing and new communications service connections, both overhead and underground. Indicate characteristics and standards of design for overhead or underground communication line.

6. FIRE PROTECTION DESIGN SUBMITTAL REQUIREMENTS.

6.1. A narrative will be provided addressing the following items for each building type in this project:

6.1.2 Provide certification by the fire protection engineer that the building design shall comply with the life safety/fire protection provisions of the applicable criteria indicated in Section 01020.

6.1.3 Automatic fire extinguishing systems and hose standpipe systems: Identification of all areas provided with sprinkler protection and the type of sprinkler system provided, sprinkler hazard classification for these areas, areas protected by other automatic suppression systems and the type system provided, and buildings provided with hose standpipe systems and the type of standpipe system provided.

6.1.4 Fire alarm and detection systems: Type of alarm and detection system, location of the fire alarm and detection equipment including fire alarm control panel, and catalog data sheets of major components

6.2 Credentials of Fire Protection Engineer. The design of the fire protection features shall be by a Registered Professional Engineer or Registered Architect who is a full member in good standing of the Society of Fire Protection Engineers (SFPE) whose principle duties are fire prevention engineering or by a Registered Fire Protection Engineer whose principle duties are fire prevention engineering. A copy of the Fire Protection Engineer's credentials shall be included in each submittal.

7. ENERGY ANALYSES, ECONOMIC ANALYSES, CONTROL SYSTEMS, SUBMITTAL REQUIREMENTS.

7.1 The following items shall be submitted with the proposal:

7.1.1 A description of all HVAC systems to be considered in a life cycle cost analysis (LCCA). The LCCA, using the program LCCID, is to be submitted by the successful contractor, verifying the system is within the energy budget. For additional requirements, see Section 01020, paragraph 6.1.2.
7.1.2 List of specifications to be used.

7.1.3 A description of the proposed Direct Digital Controls System to be used.

7.2 Provide certification that the design will comply with Energy Budget requirements of specification Section 01020.

8. SUSTAINABLE DESIGN SUBMITTAL REQUIREMENTS.

8.1 The following items shall be submitted with the proposal:

8.1.1 SPIRIT Summary Table. Submit Appendix D of Section 01020 DESIGN REQUIREMENTS, “SPIRIT Requirements and Summary Table” with the “Proposal Points” column filled in to reflect the points contained in your proposal, including the total. NOTE: the points indicated on this summary will be considered contract

requirements upon award. Do not modify any of the spaces in this column that were filled in on the solicitation.

8.1.2 Sustainable Design Narrative. Organize the narrative in the same order as SPIRIT summary table with one paragraph devoted to each proposed item on the chart. Briefly describe the activities and/or features proposed to earn each point indicated on your proposal. For mandatory points and requirements the narrative may be limited to repeating the statement found in the “Remarks” column of the SPIRIT summary table.

9. DRAWINGS FILES

9.1 Drawings for the proposal can be done with any CAD software available to the Proposer but the drawings for 60% and final submittal will be done and submitted in Microstation format only. Conversions form AutoCAD are discouraged because of file incompatibility and all the added work necessary for the conversion. Start the work in Microstation and submit Microstation drawings.

9.2 No drawing FILES are required to be submitted at the proposal stage.

END OF TECHNICAL REQUIREMENTS

3.7.4 FACTOR 2-5 Management Plans and Schedules. The offeror shall provide a Management Plan. This is an overall plan showing how the offeror will control the job. The term "management plan" is defined as a plan that includes the following subplans:

3.7.4.1 Project Key Personnel. Provide the names, resumes, and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities. Include, as a minimum, the project manager; the project architect; the engineers responsible for civil, electrical, mechanical and structural design; the quality control manager; and the construction manager. Indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment. Project key personnel shall include the key construction subcontractors and the extent of their role with respect to the design phases of this project. Key subcontractors shall include, but are not limited to: Structural Ironworkers, Masonry Works, Electrical, Mechanical, and Site Development subcontractors.

3.7.4.2 Schedule.

3.7.4.2.1 Integrated Design and Construction Schedule with all “Fast Tracking” areas clearly identified. The schedule for design and construction shall be task oriented, indicating dates by which milestones are to be achieved. The offeror may use a critical path or other method of his/her choice; however, the schedules shall be graphically represented.

3.7.4.2.2 The offeror shall also submit a rationale explaining how the schedules will be achieved.

3.7.4.3 Quality Control Plan: The Quality Control Plan is part of the Management Plan. The alliance of the project designer and builder on a project such as this naturally removes one commonly used method of quality control; that is, the usual reliance on the owner or the design consultant for monitoring construction quality. Although the Government will provide an on-site representative during construction, offerors are expected to develop a formal program of monitoring to ensure a high level of construction quality. Offerors shall submit Quality Control Plans that respond to the minimum requirements of Technical Specifications Section 01451 (furnished with this RFP package) entitled "Contractor Quality Control Design/Build." The offeror's program shall include the following characteristics:

3.7.4.3.1 A clear identification of the personnel responsible for quality control and a clear policy establishing their authority. The quality control group shall be separate and apart from (not the same) the people that are doing the construction. This quality control group shall report to the Contractor's management at a level no lower than a vice president of the company.

3.7.4.3.2 A specific description of the tasks and functions of the quality control personnel.

3.7.4.3.3 A specific policy establishing schedules for the performance of quality control tasks.

3.7.4.3.4 A policy for reporting quality control findings to the Contracting Officer.

3.7.4.3.5 A procedure whereby the Contracting Officer may resolve disputes that have not received satisfactory responses from the first levels of quality control personnel.

3.7.4.3.6 The names of testing laboratories to be used and the procedures for test data reporting.

3.7.4.3.7 A plan for material storage and protection.

3.7.4.3.8 The plan for review, evaluation, and Offeror Quality Control of the Design Submittals prior to Government receipt.

3.7.4.3.9 The plan for review of submittals and extensions of design. Of particular interest is the role of the Designer of Record in all design and construction progress.

3.7.4.3.10 Procedures for involving Key Subcontractors in the design development.

3.7.4.3.11 Procedures for successful integration of the Offeror's Quality Control Program with the Government's Quality Assurance Program.

*3 **3.7.4.4 - Deleted**

4.0 RESTRICTIONS. Incomplete proposals. Failure to submit all the data indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for technical evaluation in Phase 2, or for subsequent award.

SECTION 00120

Section 00120 – PART 2
PHASE 2 EVALUATION MANUAL

1. GENERAL

The purpose of this document is to establish a uniform evaluation procedure for Phase 2 of the solicitation based on contractually defined criteria. This process will be an extension of the Phase 1 evaluation process. The Evaluation Team will evaluate each proposal individually using the qualitative/quantitative procedures that follow. Each proposal will be reviewed and rated by each of the evaluators. During this process, discrepancies between evaluations will be discussed and resolved within the team. Following the completion of the individual evaluations, a consensus evaluation will be derived. The results of this consensus evaluation will be used to set the competitive range for the purposes of discussions and as the basis for the best value decision by the Contracting Officer/ Source Selection Authority.

2. PROPOSAL REQUIREMENTS. Section 00110, Proposal Submission Requirements and Instructions identifies all the necessary submittal information to be included in the proposals. Proposals that reach the evaluation stage have passed an initial Contracting Division review to assure that they are complete and responsive. All proposals that are provided to the evaluation team will be evaluated and rated.

3. INDIVIDUAL PROPOSAL RATING WORKSHEETS

3.1 Worksheets are provided on the following pages that the evaluators will use to review and rate the individual proposals.

3.2 During the consensus evaluation, a single “consensus rating” worksheet shall be completed for each proposal and signed by all the evaluators. It is imperative that all comments and supporting rational for the rating assigned be included on this consensus sheet.

3.3 Comments are required to support all ratings.

4. RATING METHODOLOGY

4.1 General. The proposals from the Offerors who reach Phase 2 will be evaluated by a team to determine compliance with this solicitation (as a minimum), and to evaluate the quality of the proposed materials, methods, and procedures. Each of the evaluation Factors for Phase 2 will be evaluated by the Government and a final overall rating for the proposals will be determined by

consensus of the Government evaluation team. The rating scheme for Phase 2 of the process is as shown below:

Outstanding: The offeror greatly exceeds the scope of the solicitation requirements in all aspects of the particular factor or sub-factor. The offeror also provides significant advantage(s) and exceeds the solicitation requirements in performance or capability in an advantageous way and has no apparent or significant weaknesses or omissions.

Above Average: The offeror exceeds the scope of the solicitation in most aspects of the particular factor or sub-factor. The offeror provides an advantage in key areas or exceeds performance or capability requirements, but has some areas of improvement remaining.

Satisfactory: The offeror matches the scope of the solicitation in most aspects of the particular factor or sub-factor. The offeror meets the performance or capability requirements of the element but not in a way advantageous to the Government. There is room for improvement in this element.

Marginal: The offeror meets some but not the entire minimum scope of this factor or sub-factor. The offeror does not include any advantages in any areas and does meet the minimum performance or capability requirement for the particular factor or sub-factor. The offer has many apparent weaknesses and improvements are necessary.

Unsatisfactory: The offeror fails to meet the scope of the solicitation in all aspects of the factor or sub-factor or has not submitted any information to address this evaluated item. The offeror does not include any advantages in any areas of the element and does not meet the minimum performance or capability requirements of this factor or sub-factor. The proposal includes large apparent weaknesses and the proposal will require extensive modifications to come into compliance with the minimum requirements of the solicitation.

4.2 **YES – NO Ratings.** Where the specific evaluation sheets indicate a YES – NO Rating these items shall be treated as information items. They are included in the evaluation worksheets to assure a similar focus among the evaluators and to ensure that individual evaluators do not overlook proposal information provided.

5. EVALUATION FACTORS and WEIGHTS

5.1 Relative Importance Definitions: **For the purpose of this evaluation, the following terms will be used to establish the relative importance of the factors and subfactors:**

- **Significantly More Important*:*** The criterion is at least two times greater in value than another criterion.

- **More Important:** The criterion is greater in value than another criterion but less than two times greater.

- **Equal:** The criterion is of the same value or nearly the same as another criterion.

5.2 The following factors will be evaluated and rated for each proposal:

5.2.1 Price is equal in importance to all Technical Factors combined.

5.2.2 Weight among technical factors.

FACTOR 1-1: OFFEROR PAST PERFORMANCE: This factor is significantly more important than Factors 1-2 and 1-3 in the evaluation of Phase 1 proposals.

FACTOR 1-2: TECHNICAL APPROACH NARRATIVE: This factor is equal in importance to Factor 1-3.

FACTOR 1-3: OFFEROR RELEVANT EXPERIENCE: This factor is equal in importance to Factor 1-2.

Factors 1-1, 1-2, and 1-3 combined are equal in weight to Factors 2-2 and 2-3.

FACTOR 2-1: BUILDING FUNCTION AND AESTHETICS: This factor is significantly more important than Factors 2-2 and 2-3.

FACTOR 2-2: BUILDING SYSTEMS: This factor is equal in importance to Factors 2-3 and more important than Factor 2-4 and 2-5.

FACTOR 2-3: SITE DESIGN: This factor is equal in importance to Factor 2-2 and more important than Factor 2-4 and 2-5 .

FACTOR 2-4: SUSTAINABLE DESIGN: This Factor is equal in importance to Factor 2-5.

FACTOR 2-5: MANAGEMENT PLANS AND SCHEDULES: This Factor is equal in importance to Factor 2-4.

6. OVERALL PROPOSAL RATING

6.1 The intent of the evaluation worksheets that follow is to focus the evaluators on the key issues and concerns with respect to construction, operation, and function of the facilities. These worksheets are meant to stimulate thought and analysis and provide a framework in which to document concerns, strengths, weaknesses, and omissions. Evaluators are encouraged to document all observations and analyses when analyzing the individual proposals, and to share that analysis with the team during the consensus discussions.

6.2 It is the responsibility of the evaluation team to provide and document strengths, weaknesses, and omissions to support the assigned rating in each Factor as well as the overall Phase 1 rating. Documentation/comments are required for all ratings.

*3
6.3 The Chairperson shall provide a copy of the Phase 1 ratings for each Offeror. The evaluation team, will then weigh the assigned ratings from Phase 1 and Phase 2, take into account the assembled strengths and weaknesses, and provide an overall proposal rating for each Offeror. This final combined rating shall be used for comparison and in the trade off process as applicable.

6.4 Following the completion of the consensus discussions and rating assignments, the individual rating worksheets from each of the evaluators will be collected by the Chairperson and provided to the Contracting Officer. Each evaluator shall sign the final consensus rating assignment sheet.

7. BASIS OF AWARD

7.1 In order to determine which proposal represents the best overall value, the Government will compare proposals to one another. The Government will award a firm fixed-price contract to that responsible Offeror whose submittal and price proposal contain the combination of those criteria described in this document offering the best overall value to the Government. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

7.2 The Government is concerned with striking the most advantageous balance between technical features and cost to the Government.

7.3 As technical ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

7.4 The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than

the lowest offer, it must be sufficiently more advantageous than the lowest offer to justify the payment of additional amounts.

7.5 Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

EVALUATION CRITERIA

FACTOR 2-1: BUILDING FUNCTION AND ASTHETICS

This factor considers the overall functional layout and interaction of the spaces in the facilities as well as the "appeal" of the facility considering interior as well as exterior considerations. The subfactors to be considered deal with the planning and design of the spaces with respect working conditions and the operations of headquarters and company operations facilities. Closely associated with the functional layout of the spaces and facilities, this factor considers the asthetics of the interior areas as well as the exterior finishes and design of the facilities, up to and including pedestrian ways and the overall environment created by the design proposed. The subfactors described below will be evaluated in the following order of importance:

Subfactors a and b are "GO/NO GO" factors and will be rated as pass/fail without an adjectival component.

Subfactor c is significantly more important than subfactor d.

SUBFACTOR 2-1 a. APPROPRIATE FACILITIES

From an overall perspective, does the proposal include all the required facilities as described in the Statement of Work?

SUBFACTOR 2-1 b. MINIMUM SPACE AND FACILITY SIZE

Does the proposal include all the mandatory spaces in response to the requirements set forth in the Statement of Work? For each of the spaces with a minimum or maximum size limitation, does the proposal comply with these requirements? Insufficient information contained in the proposal to evaluate this item will be considered a "NO GO" and will represent a "FAIL" rating.

SUBFACTOR 2-1 c. FUNCTIONAL ARRANGEMENT The following items will be considered in the evaluation of the functional arrangement of the various facilities:

(1A) Group Headquarters Building and the Company Operation Building

EVALUATION CRITERIA
FACTOR 2-1: BUILDING FUNCTION AND ASTHETICS
(Continued)

(a) Does each buildings floor plan provide space arrangement well suited to the mission of the facility?

(b) Does each buildings floor plan provide acceptable life safety and fire safety measures? Is the Life Safety Analysis for the facility acceptable and in conformance with the Statement of Work requirements?

(c) Evaluate the Offeror's floor plan, for both buildings, with respect to the functional and spatial relationship requirements established in the Statement of Work.

(d) Does the Offeror's floor plans, for each building, demonstrate compliance with the mandatory requirements for furnishings while allowing suitable space for circulation and other requirements?

(e) Does the Offeror's floor plans, for both buildings, allow for suitable work flow and access necessary to successfully operate this facility in accordance with it's mission.

SUBFACTOR 2-1 d. Building Asthetics. The following items will be considered:

(1) Exterior Considerations:

(a) Facades, roof lines, and delineation of entrances.

(b) Proportions of fenestration in relation to elevations.

(c) Shadow effects, materials, and textures.

(d) Proportion and scale within the structure.

(e) Compliance with Installation Design Guide Recommendations

(f) Conformance to adjacent structures architectural styles

EVALUATION CRITERIA
FACTOR 2-1: BUILDING FUNCTION AND ASTHETICS
(Continued)

(g) Exterior color schemes proposed.

(h) Other aesthetic considerations.

(2) Interior Considerations:

(a) Are the proposed colors and details conducive to the mission of the facility?

(b) Do the proposed materials and finishes represent a positive working environment?

(c) Do the ceiling heights, hallway widths, and other space sizes and configurations provided develop a workable solution to the facility mission?

(d) Does the interior design package provide for an interesting, attractive environment?

(e) Is the interior system and finishes proposed suitable for use in a facility where the primary occupants are soldiers? Are these systems suitable for a heavy usage environment?

EVALUATION CRITERIA

FACTOR 2-2: BUILDING SYSTEMS

This factor considers the materials, layout, maintainability, quality, durability, maintenance considerations, and any aspects of the proposed building systems and materials. Additional consideration will be given to all proposed systems or materials which include betterments or which exceed the minimum requirements of the Statement of Work. Offerors are encouraged to present energy, maintenance, and life cycle cost improvements which will lead to the overall improvement in the final facilities constructed. The following subfactors shall be considered in evaluating this factor. The levels of importance are as follows:

Subfactor b is significantly more important than subfactor c.

Subfactor c is more important than subfactor a.

SUBFACTOR 2-2 a. Building Structural Systems. This subfactor evaluates the structural systems and sub-systems proposed for installation in the facilities. While no detail drawings or calculations are required or desired, this subfactor will evaluate the narrative descriptions of the structural systems proposed. Consideration will be given to overall life cycle maintenance of the systems and also to considerations of materials selected with respect to the expected use by soldiers. Additional considerations will be given to proposed systems with a long expected life (greater than 25 years) vs. a system requiring greater cyclical replacement.

SUBFACTOR 2-2 b. Building Heating, Ventilating, and Air Conditioning Systems. This subfactor evaluates the heating, air conditioning, and ventilating systems proposed for installation. Evaluation will concentrate on the proposed schematic drawing information presented, the design approach narratives, and the equipment and material catalog information included in the proposals. The systems proposed must meet the minimum requirements set out in the Statement of Work and shall represent systems which are fully integrated into the building structure and are fully capable of environmental control of the spaces. Within this subfactor, the automatic temperature controls will also be considered. Where addressed in the Statement of Work, the proposed automatic temperature controls systems proposed shall be 100% compatible and integratable into the existing Installation Wide UMCS without translators or third party interface devices. Additional considerations will be given to proposals which incorporate energy recovery systems, high efficiency systems, energy conservation considerations, thermal storage systems, and other systems and features designed to enhance the overall performance of the facility while reducing the operating and maintenance costs expected.

EVALUATION CRITERIA
FACTOR 2-2: BUILDING SYSTEMS
(Continued)

SUBFACTOR 2-2 c. Building Interior Electrical Systems. This subfactor evaluates the electrical power and lighting systems proposed for installation. Evaluation will concentrate on the proposed schematic drawing information presented, the design approach narratives, and the equipment and material catalog information included in the proposals. The systems proposed must meet the minimum requirements set forth in the Statement of Work and shall represent systems which are fully integrated into the building structure. Additional consideration will be given to proposals which incorporate energy saving materials or materials which represent a lower life cycle cost to the Base.

EVALUATION CRITERIA
FACTOR 2-3: SITE DESIGN CONSIDERATIONS

*3

This factor considers the layout and planning of the site which comprise a good site development plan. All elements of site design will be considered in this factor. The following subfactors shall be considered in evaluation of this factor. The levels of importance are as follows:

Subfactor a is more important than subfactors b, and c .

Subfators b, and c are equal in importance.

SUBFACTOR 2-3 a. Area Development Plan. This subfactor evaluates the overall development concept proposed in the Offeror's plan with respect to the placement and orientation of the facilities, parking areas, pedestrian ways, circulation paths, site lighting, and other aspects which comprise the overall site development. Proposals which reflect the design intent and direction as outlined in the Statement of Work will receive the most consideration during the evaluation process.

SUBFACTOR 2-3 b. Site Utilities. This factor evaluates the technical performance of the proposed utility and exterior distribution systems. The quality of the proposed design as well as the materials selected will be considered in this item. Emphasis will be placed on durability, corrosion resistance, ease of maintenance, and life cycle cost of materials selected. Consideration will be given to the suitability of the chosen materials for the soil conditions present. Site engineering will consider all aspects of the proposal beyond the 5-ft (1500-mm) line from all new facilities.

SUBFACTOR 2-3 c. Force Protection Considerations. This subfactor evaluates the inclusion of the site restraints imposed by the Force Protection requirements in the Statement of Work into the Offeror's proposal. The proposal must address this subfactor specifically. If a proposal is rated "unsatisfactory" in this subfactor the proposal may be eliminated from further consideration.

EVALUATION CRITERIA

FACTOR 2-4: SUSTAINABLE DESIGN CONSIDERATIONS

Offerors shall include a preliminary ranking of the sustainable design considerations included in the proposal. This ranking shall be either a LEED (Leadership in Energy and Environmental Design, by the U.S. Green Building Council) or a SPiRiT (Sustainable Project Rating Tool, by the U.S. Army Corps of Engineers) ranking. The successful proposal shall be required to complete a detailed analysis on the final design which meets or exceeds the preliminary ranking established at proposal level. Proposals must score at least a Bronze SPiRiT Level or a Certified LEED Level. The evaluation of this factor shall be as follows:

FACTOR RATING	SPIRIT POINTS PROPOSED
Unsatisfactory	Less than 20 points
Marginal	20 to 24 points
Satisfactory	25 to 35 points
Above Average	36 to 74 points
Outstanding	75 to 100 points

EVALUATION CRITERIA
FACTOR 2-5: MANAGEMENT PLANS AND SCHEDULES

This factor evaluates the Offeror's Project Management as well as the proposed schedule for completion of the entire design-build project. Each of the subfactors below is equal in importance.

SUBFACTOR 2-5 a. Project Key Personnel. The Government will evaluate and rate the Key Personnel identified in the proposal package. The resumes and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities will be evaluated. Data should indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, the names and resumes of the alternative professionals for each assignment will be evaluated. Additional consideration will be given to individuals who have past experience with Corps of Engineers construction project operations and who have completed the Corps sponsored Quality Control Class.

SUBFACTOR 2-5 b. Schedule Information. The schedule will be evaluated to assess the inclusion of "fast tracking" and the rationale of how the Offeror intends to comply with the submitted schedule. The schedule must reflect a single task oriented structure for both design and construction. The schedule will be reviewed for completeness and the inclusion of required milestones. A schedule which improves on the Government supplied maximum duration will be considered more favorably during the evaluation.

SUBFACTOR 2-5 c. Quality Control Plan. The Offeror's sample quality control plan will be reviewed and evaluated for inclusion of specific quality control practices and requirements necessary for the successful completion of all phases of this project. These phases include design stages as well as construction specialties. The Offeror's plan must show the inclusion of the Corps Three Phase Inspection process, and address the implications and operations of the Quality Control Plan and its integration with the Quality Assurance Operations performed by the Government.

*****3
SUBFACTOR 2-5 d. Sub-Contracting Plan. - Deleted

Offeror: _____

Evaluator:_____

MINIMUM REQUIREMENTS CHECKLIST

PRO FORMA

- ❑ Certification of Compliance with the RFP
- ❑ Representaions and Certifications
- ❑ Proposal Bonds
- ❑ Completed SF 1442 (including DUNS Number)
- ❑ Price Proposal – Original and One Copy
- ❑ Are there any identifying marks on the Technical Proposals and drawings other than the Proposer's identification number
- ❑ 6 copies of drawing sets
- ❑ 6 copies of bound Technical Proposal
- ❑ 6 copies of bound Management Plan

Offeror: _____

Evaluator:_____

MINIMUM REQUIREMENTS CHECKLIST
(Continued)

DRAWINGS

- ❑ Area Site Development Plan
- ❑ Demolition and Phasing Plan
- ❑ Site Plan
- ❑ Utility Plan
- ❑ Floor Plans
- ❑ Typical Exterior Elevations
- ❑ Typical Interior Elevations
- ❑ Transverse and Longitudinal Sections
- ❑ Typical Wall Sections
- ❑ Details
- ❑ Finish Schedules
- ❑ Mechanical Floor Plan
- ❑ Electrical Floor Plan

Offeror: _____

Evaluator:_____

MINIMUM REQUIREMENTS CHECKLIST
(Continued)

SPECIFICATIONS

- ❑ Outline Specifications

EQUIPMENT SCHEDULE

- ❑ Equipment Schedule
- ❑ Manufacturers Data / Catalog Cuts

COLOR BOARDS

- ❑ Interior Color Board
- ❑ Exterior Color Board

LIFE SAFETY ANALYSIS

- ❑ Life Safety Analysis

MANAGEMENT PLANS

- ❑ Integrated Design and Construction Schedule
- ❑ Subcontracting Plan

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET

FACTOR 2-1

BUILDING FUNCTION AND AESTHETICS

1. General: In this most basic area the subfactors are concerned with the "appeal" of the facility as well as its functionality in space arrangement and work/living space circulation patterns. This subfactor will also consider the aesthetics of the interior and exterior of the proposed facilities. The first two subfactors are GO/NO GO items. If either of these items is a "NO GO" rating, the entire factor (2-1) shall be rated as "UNACCEPTABLE".

2. Each individual subfactor will be rated separately with a combined rating made for all of Factor 2-1 at the completion of the rating for each subfactor.

3. Subfactor Evaluations.

a. Subfactor 2-1 a Appropriate Facilities. Has the offeror provided the facilities as required by the Statement of Work? This subfactor is to be evaluated on the "gross scale" of buildings and types of building provided. The actual evaluation of the technical quality of those facilities will be done in other factors and subfactors.

/__ / GO /__ / NO GO

b. Subfactor 2-1 b Minimum Space and Facility Size. Does the proposal include all the spaces required by the statement of work and do those spaces comply with the minimum size or dimension requirements of the statement of work? Insufficient or incomplete information in the proposal will be scored as a "NO GO".

/__ / GO /__ / NO GO

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET
FACTOR 2-1
(Continued)

c. Subfactor 2-1 c Functional Arrangement. Consider the proposed layout of the facilities with respect to circulation space, adjacencies, life safety concerns, and privacy considerations. Do the floor plans and arrangements offered comply with the minimum stated requirements from the statement of work? Has the offeror demonstrated knowledge of the expected facility operations in the offered plans? If multiple facility types are included in a single project, the evaluator shall make an overall assessment with respect to all facility types.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of Functional Arrangement. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of Functional Arrangement. Comments are required for all ratings.

Other Comments. Include any other comments with respect to Functional Arrangement here.

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET
FACTOR 2-1
(Continued)

d. Subfactor 2-1 d Building Aesthetics. Evaluators shall review and assess the appeal of the proposed facility. This assessment shall include interior and exterior considerations which enhance the interior spaces and increase the exterior presence of the facility. Attention shall be paid to compliance with the Installation Design Guide and in particular with the overall architectural themes desired for the new facilities. If multiple facility types are included in a single project, the evaluator shall make an overall assessment with respect to all facility types.

For exteriors consider: facades, roof lines, colors, entrance delineation, fenestration in relation to elevations, textures, proportion and scale.

For interiors consider: interior finishes, durability of interior finishes and materials, ceiling heights and hallway widths, color schemes, durability, cleaning requirements.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of Building Aesthetics. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of Building Aesthetics. Comments are required for all ratings.

Other Comments. Include any other comments with respect to Building Aesthetics here.

Offeror: _____

Evaluator:_____

FACTOR 2-1 Summary Rating

FACTOR 2-1 SUMMARY RATING CHART			
Item No.	**Description**	**Rating***	**Comments**
1.	Subfactor 2-1 a Appropriate Facilities		GO/NO GO
2.	Subfactor 2-1 b Minimum Space and Facility Size		GO/NO GO
3.	Subfactor 2-1 c Functional Arrangement		Subfactor c is significantly more important than subfactor d.
4.	Subfactor 2-1 d Building Aesthetics		
FACTOR 2-1 RATING**			

* Ratings may be either:

Outstanding – Above Average – Satisfactory – Marginal – Unsatisfactory

** Evaluators shall consider the ratings in the various items shown to determine a suitable overall rating. The overall rating cannot be an average, mode, or median of the ratings of the subfactors. A final rating must be reached based on discussions and a consensus among the evaluators

PROPOSAL RATING WORKSHEET

FACTOR 2-2

BUILDING SYSTEMS

Offeror: _____

Evaluator:_____

1. General: In analyzing the various subfactors the evaluators must rate these items with respect to material quality, durability, life cycle cost considerations, and on-going maintenance required. Proposals which exceed the minimum requirements of the solicitation in these areas should be rated above "SATISFACTORY". Particular attention should be paid to energy conservation, maintenance considerations, and durability.

2. Subfactor Evaluations.

a. **Subfactor 2-2 a Building Structural Systems.** Evaluators must key on the expected life cycle of the proposed structural system in the environment where the facility is located and its use by soldiers. Narrative information must include considerations and explanations of these implications to receive higher than a "Satisfactory" rating.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of Building Structural Systems. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of Building Structural Systems. Comments are required for all ratings.

Other Comments. Include any other comments with respect to Building Structural Systems here.

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET
FACTOR 2-2 BUILDING SYSTEMS
(Continued)

b. **Subfactor 2-2 b Building Heating, Ventilating, and Air Conditioning Systems.** Building HVAC systems are prime consumers of energy and represent a key opportunity to reduce the overall energy usage of the facilities. Through a careful review of the proposal information the evaluators must keep energy conservation considerations foremost in their analysis. Proposed systems which meet the minimum requirements of the statement of work should not be rated above "Satisfactory". Proposed materials and systems should be evaluated to determine their compliance with the solicitation requirements. Proposal narrative and information provided concerning the HVAC systems should address energy conservation as well as control of the various components.

Other Considerations: Access to equipment for maintenance, noise considerations from central equipment, provision of individual space control, durability of materials proposed, suitability of materials exposed to troop areas, integration into the facility wide control system where applicable, outside air (ventilation) considerations, outside equipment locations quality of equipment proposed.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of HVAC Systems. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of HVAC Systems. Comments are required for all ratings.

Other Comments. Include any other comments with respect to HVAC Systems here.

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET
FACTOR 2-2 BUILDING SYSTEMS
(Continued)

c. **Subfactor 2-2 c Building Interior Electrical Systems.** This subfactor evaluates the electrical power and lighting systems within the facility. As with HVAC systems, there are a significant number of methods to reduce the electrical usage of the facilities. Proposals which comply with the minimum requirements of the statement of work shall be rated as "SATISFACTORY". Proposals which include energy saving materials and methods should receive a higher evaluation. In addressing the potential energy savings from energy conservation systems the evaluators must also consider the possible impacts to maintenance and replacement costs for highly specialized or unusual systems proposed. Consideration of future maintenance and replacement costs must be included in evaluating this subfactor.

Other Considerations: Placement of panels, fixtures, receptacles, etc; capacity for future loads, logic and simplicity of power feeds and systems, quality of materials proposed,

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of Electrical Power and Lighting Systems. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of Electrical Power and Lighting Systems. Comments are required for all ratings.

Other Comments. Include any other comments with respect to Electrical Power and Lighting Systems here.

Offeror: _____

Evaluator:_____

FACTOR 2-2 Summary Rating

FACTOR 2-2 SUMMARY RATING CHART			
Item No.	**Description**	**Rating***	**Comments**
1.	Subfactor 2-2 a Building Structural Systems		
2.	Subfactor 2-2 b Building HVAC Systems		Subfactor b is significantly more important than subfactor c.
3.	Subfactor 2-2 c Building Interior Electrical Systems		Subfactor c is more important than subfactor a.
FACTOR 2-2 RATING**			

* Ratings may be either:

Outstanding – Above Average – Satisfactory – Marginal – Unsatisfactory

** Evaluators shall consider the ratings in the various items shown to determine a suitable overall rating. The overall rating cannot be an average, mode, or median of the ratings of the subfactors. A final rating must be reached based on discussions and a consensus among the evaluators

PROPOSAL RATING WORKSHEET

FACTOR 2-3

SITE DESIGN CONSIDERATIONS

Offeror: _____

Evaluator:_____

1. General: In analyzing the various subfactors the evaluators must rate these items with respect to material quality, durability, life cycle cost considerations, and on-going maintenance required. Proposals which exceed the minimum requirements of the solicitation in these areas should be rated above "Satisfactory". Particular attention should be paid to the development of livable communities for the soldiers and to the inclusion of Force Protection considerations.

2. Subfactor Evaluations.

a. **Subfactor 2-3 a Area Development Plan.** The overall site development must compliment the requirements of the Installation Design Guide as well as provide for a safe, organized, well thought out solution to the siting of the facilities and amenities. Original innovative site designs which capitalize on the existing site possibilities shall be evaluated highly.

Other Considerations: Placement of parking areas, placement of pedestrian parkways, orientation of the facilities, site lighting,

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of Area Development. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of Area Development. Comments are required for all ratings.

Other Comments. Include any other comments with respect to Area Development Plans.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2-3 SITE DESIGN CONSIDERATIONS
(Continued)

b. **Subfactor 2-3 b Site Utilities.** This subfactor evaluates the technical performance of the proposed site utility and exterior utility distribution systems. The quality of the proposed design as well as the materials selected will be considered in this item. Emphasis will be placed on durability, corrosion resistance, ease of maintenance, and life cycle cost of materials selected. Consideration will be given to the suitability of the chosen materials for the site soil conditions present. Site engineering will consider all aspects of the proposal beyond the 5-ft (1500 mm) line from all new facilities.

Other Considerations: Integration and/or tie-in with existing utilities systems.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of Site Utilities. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of Site Utilities. Comments are required for all ratings.

Other Comments. Include any other comments with respect to Site Utilities here.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2-3 SITE DESIGN CONSIDERATIONS
(Continued)

b. **Subfactor 2-3 c Force Protection.** This subfactor evaluates the inclusion of the site restraints imposed by the Force Protection requirements in the Statement of Work into the Offeror's proposal. The proposal must address this subfactor specifically. If a proposal is rated "unsatisfactory" in this subfactor the proposal may be eliminated from further consideration.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the area of Force Protection. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses in the area of Force Protection. Comments are required for all ratings.

Other Comments. Include any other comments with respect to Force Protection here.

Offeror: _____

Evaluator:_____

FACTOR 2-3 Summary Rating

FACTOR 2-3 SUMMARY RATING CHART			
Item No.	**Description**	**Rating***	**Comments**
1.	Subfactor 2-3 a **Area Development Plan**		Subfactor a is more important than subfactor b and c.
2.	Subfactor 2-3 b **Site Utilities**		Subfactor b is equal to subfactor c.
3.	Subfactor 2-3 c **Force Protection**		Subfactor c is equal to subfactor b.
FACTOR 2-3 RATING**			

* Ratings may be either:

Outstanding – Above Average – Satisfactory – Marginal – U nsatisfactory

** Evaluators shall consider the ratings in the various items shown to determine a suitable overall rating. The overall rating cannot be an average, mode, or median of the ratings of the subfactors. A final rating must be reached based on discussions and a consensus among the evaluators

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET

FACTOR 2-4
SUSTAINABLE DESIGN CONSIDERATIONS

1. General: This factor is equal in importance to Factor 2-5. Evaluators shall utilize the Offeror provided analysis to enter the chart below to determine the rating for this factor.

SUSTAINABILITY RATINGS			
Offeror Prepared Sustainability Level		***Associated Factor Rating***	***Comments***
SPiRiT Points			
75 – 100		Outstanding	
36 – 74		Above Average	
25 – 35		Satisfactory	
20 – 24		Marginal	
< 20		Unsatisfactory	

Factor Rating: _____

Proposal Strengths. Include narrative comments with respect to proposal strengths in the Offeror's Sustainable Design. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses of the Offeror's Sustainable Design. Comments are required for all ratings.

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET

FACTOR 2-5

MANAGEMENT PLANS AND SCHEDULES

1. General: The information provided in response to this factor completes the Offeror Performance Information which was received, reviewed, and evaluated in Phase 1 of this solicitation. Through this factor the evaluators will review and evaluate the Offeror's demonstrated understanding of the design/build process as required in this solicitation.

Subfactor 2-5 a. Key Personnel:

Does the Proposal Include Identifications of the Key Personnel? ____ YES ___ NO

Review and evaluate the proposed Offeror personnel to be included on this project team. Have these individuals worked Design/Build projects together previously? Do the key construction staff (CQC, Project Manager) have experience with "fast-track" design/build projects? Are the designers of record registered professional engineers? Are the designers suitably experienced in their field to provide them a suitable level of design expertise? Based on that review, provide a rating for the Offeror proposed project team below. Include a listing of any apparent weaknesses or strengths of the offeror and the proposed project team.

/__/ Outstanding

/__/ Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

/__ / Unknown

Strengths: Include a listing of any identified or obvious strengths of the offeror with respect to Offeror Key Personnel.

Weaknesses: Include a listing of any identified or obvious weaknesses of the offeror with respect to Offeror Key Personnel.

Other: Include any other comments/rational to support the overall rating provided for this offeror.

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET
FACTOR 2-5 MANAGEMENT PLANS AND SCHEDULES
(Continued)

SUBFACTOR 2-5 b. Schedule Information. Evaluators shall review and evaluate the Offeror's proposed schedule information to determine the extent of "fast tracking" included. The schedule must reflect a single task oriented structure for both design and construction operations. Evaluators shall review and assess completeness, inclusion of required milestones, and realism. Proposed schedules which indicate project completion prior to the Government indicated maximum duration should receive favorable consideration.

Other Considerations:

Integrated Design and Construction Schedule with all "Fast Tracking" areas clearly identified. The schedule for design and construction shall be task oriented, indicating dates by which milestones are to be achieved. The offeror may use a critical path or other method of his/her choice; however, the schedules shall be graphically represented.

The offeror shall also submit a rationale explaining how the schedules will be achieved.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the Offeror's proposed Project Schedule. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses of the Offeror's proposed Project Schedule. Comments are required for all ratings.

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET
FACTOR 2-5 MANAGEMENT PLANS AND SCHEDULES
(Continued)

SUBFACTOR 2-5 c. Quality Control Plan. Evaluators shall review and evaluate the Offeror's quality control procedures planned for application to this project. The quality control plan and procedures must address design as well as construction phases of the project. The proposed quality control program must include and address the Corps three phase quality control system and acknowledge experience and familiarity with the Corps Quality Assurance program. If personnel identified by the Offeror have changed, the alternate personnel shall be reviewed to assure a similar level of quality.

Other Considerations:

Offerors shall submit Quality Control Plans that respond to the minimum requirements of Technical Specifications Section 01451 entitled "Contractor Quality Control Design/Build." The Offeror's program shall include the following characteristics:

A clear identification of the personnel responsible for quality control and a clear policy establishing their authority. The quality control group shall be separate and apart from (not the same) the people that are doing the construction. This quality control group shall report to the Contractor's management at a level no lower than a Vice President of the company.

A specific description of the tasks and functions of the quality control personnel.

A specific policy establishing schedules for the performance of quality control tasks.

A policy for reporting quality control findings to the Contracting Officer.

A procedure whereby the Contracting Officer may resolve disputes that have not received satisfactory responses from the first levels of quality control personnel.

The names of testing laboratories to be used and the procedures for test data reporting.

A plan for material storage and protection.

The plan for review, evaluation, and Offeror Quality Control of the Design Submittals prior to Government receipt.

The plan for review of submittals and extensions of design. Of particular interest is the role of the Designer of Record in all design and construction progress.

Procedures for involving Key Subcontractors in the design development.

Procedures for successful integration of the Offeror's Quality Control Program with the Government's Quality Assurance Program.

PROPOSAL RATING WORKSHEET
FACTOR 2-5 MANAGEMENT PLANS AND SCHEDULES
(Continued)

SUBFACTOR 2-5 c. Quality Control Plan. Overall rating.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

Proposal Strengths. Include narrative comments with respect to proposal strengths in the Offeror's proposed Quality Control Plan. Comments are required for all ratings.

Proposal Weaknesses. Include narrative comments with respect to proposal weaknesses of the Offeror's proposed Quality Control Plan. Comments are required for all ratings.

Other comments.

***3**
Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET
FACTOR 2-5 MANAGEMENT PLANS AND SCHEDULES
(Continued)

SUBFACTOR 2-5 d. Sub-Contracting Plan - DELETED

SUBFACTOR 2-5 c. Sub-Contracting Plan - DELETED

SUBFACTOR 2-5 c. Sub-Contracting Plan - DELETED

Offeror: _____

Evaluator:_____

FACTOR 2-5 Summary Rating

FACTOR 2-4 SUMMARY RATING CHART			
Item No.	**Description**	**Rating***	**Comments**
1.	Subfactor 2-5 a **Key Personnel**		All subfactors are equal.
2.	Subfactor 2-5 b **Schedule Information**		All subfactors are equal.
3.	Subfactor 2-5 c **Quality Control Plan**		All subfactors are equal.
*3 4.	DELETED		DELETED
FACTOR 2-5 RATING**			

* Ratings may be either:

Outstanding – Above Average – Satisfactory – Marginal – Unsatisfactory

** Evaluators shall consider the ratings in the various items shown to determine a suitable overall rating. The overall rating cannot be an average, mode, or median of the ratings of the subfactors. A final rating must be reached based on discussions and a consensus among the evaluators

Offeror:_____

Phase 2 Summary and Overall Rating

PHASE 2 SUMMARY RATING CHART			
Item No.	**Description**	**Rating***	**Comments**
1.	Factor 2-1 Building Function and Aesthetics		This factor is significantly more important than Factors 2-2 and 2-3.
2.	Factor 2-2 Building Systems		This factor is equal in importance to Factors 2-3 and more important than Factor 2-4 and 2-5.
3.	Factor 2-3 Site Design		This factor is equal in importance to Factor 2-2 and more important than Factor 2-4 and 2-5.
4.	Factor 2-4 Sustainable Design		This factor is equal to Factor 2-5.
5.	Factor 2-5 Management Plans and Schedules		This factor is equal to Factor 2-4.
OVERALL PHASE 2 RATING**			

* Ratings may be either:

Outstanding – Above Average – Satisfactory – Marginal – U nsatisfactory

** Evaluators shall consider the ratings in the various items shown to determine a suitable overall rating. The overall rating cannot be an average, mode, or median of the ratings of the four factors. A final rating must be reached based on discussions and a consensus among the evaluators

Attach additional sheets to this rating summary to provide supporting rational for assignment of ratings.

_____
Board Member 1

_____
Board Member 2

_____
Board Member 3

_____
Board Member 4

_____
Board Chairperson

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

(End of provision)

52.204-4003 TAXPAYER IDENTIFICATION

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

(a) Taxpayer Identification Number (TIN).

___ TIN:._____

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(b) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(c) Common parent.

___ Offeror is not owned or controlled by a common parent

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320.

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

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

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

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

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

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

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

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

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

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

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

( ) Black American.

( ) Hispanic American.

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a) Definition.

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

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

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

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

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

(End of provision)

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

The offeror represents that --

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

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

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be

obtained before subcontract awards.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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).

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2002)

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program 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 or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Foreign construction material.... ....
Domestic construction material... ....

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

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

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

(End of provision)

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

(a) "Definitions."

As used in this provision --

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

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export

Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

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

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the [insert name of contracting agency] . Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001) --ALTERNATE I (MAY 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) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

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

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

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

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

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

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

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

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

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

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

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

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states

prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

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

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

(f) Nondevelopmental item means--

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

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

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

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10

times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

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

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

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

(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.

(End of clause)

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

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)

52.215-11 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.

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.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

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

___ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

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

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

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

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (NOV 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the

Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The _____ [insert name of SBA's contractor] will notify the [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(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.

(d) 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) 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 subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(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).

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

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

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

Executive and top management means any employee--

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

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

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

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

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

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

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

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

Special disabled veteran means--

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

(i) Rated at 30 percent or more; or

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

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

Veteran of the Vietnam era means a person who--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

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

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

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans 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 the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled “Federal Contractor Veterans” Employment Report (VETS-100 Report)”.

(c) The Contractor shall submit VETS-100 Reports 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 between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior 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 Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans 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--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

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

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

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

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

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

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

(2)(i) If a wage determination is attached to this con- tract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

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

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

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

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

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

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

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

the date such class or classes of employees commenced contract work.

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

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

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

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

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

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

health standards applied under 29 CFR Part 1925.

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

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

(A) Name and address and social security number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CFR Parts 525 and 528.

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

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

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
General Clerk IV	$9.58
Secretary V	$15.97
Civil Engineer Technician	$14.83
Engineering Technician	$11.86

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MAY 1989)

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

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

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

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

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

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

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

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

(End of clause)

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

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

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of

EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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, Iceland, 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, 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)

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

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

Component means any article, material, or supply incorporated directly into construction materials.

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program 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 or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

(End of clause)

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

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the

Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

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

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

(End of clause)

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

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

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

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.

(c) 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.

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

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

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.

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

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

(b) Before commencing work under this contract, the Contractor shall notify 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.

(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.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of

non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

_____

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

extended expiration date.

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

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

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

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

Sincerely,

_____

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

_____

[Confirming financial institution]

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

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

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

_____

[Beneficiary Agency]

By: _____

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

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

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

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in

paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

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

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

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent

auction of such bills prior to the date the Contractor receives the unearned amount; and

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

52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, 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.

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.

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.

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered 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 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.(1) Due date. The due date for making invoice payments shall be--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) The due date for progress payments shall be the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 30th day after the date of the Contractor's invoice or payment request, provided a proper invoice or payment request is received 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 subdivisions (a)(2)(i) through (a)(2)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause:

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to 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., prompt payment discount 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 be notified in the event of a defective invoice.

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

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (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 when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed 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 interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval shall be deemed to have occurred constructively as shown in subdivisions (a)(4)(i)(A) and (B) of this clause. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based 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, Contractor compliance with a contract provision, or requested progress payment amounts. 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.

(A) For work or services completed by the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval shall be deemed to have occurred on the 7th day after Contractor estimates have been received by the designated billing office.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays 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. Claims involving disputes, and any interest that may be payable will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors 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) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered 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 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (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 shall be 14 days after receipt of the payment request by the designated billing office. 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 shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received 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, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(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 shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. 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 shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(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 subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to 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., prompt payment discount 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 be notified in the event of a defective invoice.

(viii) For payments described in subdivision (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) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (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 when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed 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 interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based 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 following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays 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. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty

amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors 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) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other

review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(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 include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to 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) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(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 subparagraph (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 subparagraph (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 subdivision (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 subparagraph (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 subdivision (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 subparagraph (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 subdivision (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 subdivision (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. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), 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 United States is a party. The United States 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 United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

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. (DEC 1998)

(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. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. 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 as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

(A) Exceeding $100,000; or

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

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

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

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

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

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

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

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

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

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

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (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.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

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.

52.236-17 LAYOUT OF WORK (APR 1984)

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.

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.

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is $4,857,000.00.

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

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.

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

52.239-4005 Year 2000 Compliance - Construction Contracts

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically:

The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(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.

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

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

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

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

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of

the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

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

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

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.

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101–510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(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 (FEB 1999) (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.-Flagged 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.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) The Government may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(d) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(e) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

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.

(f) 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)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

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

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

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application

through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

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

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

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.

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.

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)

252.219-7009 SECTION 8(A) DIRECT AWARD (JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(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)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/ findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)

(a) Definitions.

As used in this clause--

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

(2) Specialty metals means--

(i) Steel--

(A) Where the maximum alloy content exceeds one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) That contains more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(b) The Contractor agrees that any specialty metals incorporated in articles delivered under this contract will be melted in the United States, its possessions, or Puerto Rico.

(c) This clause does not apply to the extent that--

(1) The Secretary or designee determines that a satisfactory quality and sufficient quantity of such articles cannot be acquired when needed at U.S. market prices;

(2) The specialty metal is melted in a qualifying country or is incorporated in an article manufactured in a qualifying country;

(3) The acquisition is necessary to comply with agreements with foreign governments requiring the United States to purchase supplies from foreign sources to offset sales made by the U.S. Government or U.S. firms under approved programs; or

(4) The specialty metal is purchased by a subcontractor at any tier.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)

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

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

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

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

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

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

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

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

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

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

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

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

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

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

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

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.

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.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(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 that 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 that 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 on the following index of drawings:

Title	File	Drawing No.

See Attachment 1 to Section 00800

(End of clause)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

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

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 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 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 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, 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 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 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 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. It then flares uniformly, reaching the maximum width of 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 incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

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

(2) Outer horizontal surface (which is the horizontal plane 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 stationary);

(ii) Placing all materials; and

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

(2) 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 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.

(d) 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 three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten 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.

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.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(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 Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, 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 agrees to 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) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(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)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 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 540 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,701.00 for each calendar day of delay until the work is completed or accepted.

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

(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)

52.219-4002 REPORTING REQUIREMENTS--SUBCONTRACTING PLAN (CESAD-CT JUL 1993)

(a) Retainage will be withheld from progress payments in an amount sufficient to protect the Government's ability to assess Liquidated Damages in accordance with FAR clause 52.219-0016 for failure to submit timely SF 294 and SF 295 Reports. The amount of retainage will be determined in accordance with the following formula:
(b) Total dollar amount proposed for subcontracting to small business multiplied by percentage of actual progress on the contract, up to a maximum of 10% of the given progress payment, shall be withheld from the next progress payment due after a contractor fails to submit a required report. If one or more reports have been submitted before

such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percent of actual progress, up to a maximum of 10% of the given progress payment.

(End of clause)

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at http://www.hq.usace.army.mil. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

52.228-4001 RECOMMENDED INSURANCE COVERAGE – MAY 2000

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN' and 'WARRANTY OF CONSTURCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though it is not am mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than $500,000 per accident.

Automobile Liability Insurance: $200,000 per person and $500,000 per accident for bodily injury liability and $20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such

insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(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 III. 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.

(End of clause)

52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

(End of clause)

52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

Invoices will be mailed to:

Fort McPherson Resident Office (CD-ROM)
Building 181, Station 144 (Dietz St)

Fort McPherson, GA 30330-5000

(End of Clause)

52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:
U.S. Army Corps of Engineers Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, TN 38054-5005
(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 (twenty) percent of the total amount of work to be performed under the contract. This 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.

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by soil test borings and laboratory soils testing. Locations and drilling logs of the borings and results of the laboratory soils testing are shown on the contract drawings.

(b) Weather conditions . . . . . See Clause “Time Extensions for Unusually Severe Weather”, Section 00800.

(c) Transportation facilities . . . . . .The site of the work is available by public highway.

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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)

52.236-4001 DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE – AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:

(1.) Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation

(2.) The provisions of the solicitation. (see also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3.) All other provisions of the accepted proposal.

(4.) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(End of Clause)

52.236-4003 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – FEB 2000

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance wit applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity shall be jointly and severally liable thereunder.

(End of Clause)

NOTE: If your proposal does not include Fast Track Design/Build, then this provision shall apply.

52.236-4004 SEQUENCE OF DESIGN-CONSTRUCTION – AUG 1997

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, <with the exception of….clearing, etc…> until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

NOTE: If your proposal contains Fast Track Design/Build, then this provision shall apply.

(End of Clause)

52.236-4005 SEQUENCE OF DESIGN- CONSTRUCTION (FAST TRACK) – AUG 1997

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submissions requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with the construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

52.236-4006 CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

52.236-4007 TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

52.236-4008 DESIGN CONFERENCES – AUG 1997

(a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contract and any other appropriate pre-design discussion items.

(b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

52.236-4009 PARTNERING – FEB 2000

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Fort Gillem facility users and Installation support personnel, the Contractor, primary subcontractors and designers and the Corps of Engineers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. Any cost associated with effectuating this partnership, excluding travel and lodging cost of Government personnel, will be borne by each party, The partnering meetings shall be held at Fort Gillem, Georgia.

(End of Clause)

52.236-4013 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM (January 2002 SAS) (Ref. DFARS 236.273)

The progress chart to be prepared by the contractor pursuant to FAR 52.236-15, Schedules for Construction Contracts, shall utilize the Critical Path Method (CPM) of network calculation. (See Attachment 1 to Section 00800).

52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

Accident Prevention Plan (5 copies)
(use format shown in Attachment 1 to SECTION 00800)
Quality Control Plan (5 copies)
Letter Appointing Superintendent
Transmittal Register
Power of Attorney and Certified Copy of Resolution
Network Analysis System, when applicable
List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(End of clause)

52.236-4016 VIDEO TAPING OPERATING AND MAINTENANCE INSTRUCTIONS (MAR 1987 SASCD-SQ)

For all of the operating and maintenance instructions which are required in the contract specifications, the Contractor shall video tape these instructions as they are presented to the Government representatives. These tapes shall provide clear and understandable detailed instructions for all items required by the contract specifications. The tapes shall be prepared by an experienced video director/cameraman using good quality half-inch VHS color tape with correct sound equipment, lighting, and backdrop. The sound and picture quality shall be high and subject to approval by the Contracting Officer. The tapes are intended as followup training for other Government representatives at a later date. They must be suitable for this purpose. The Contractor shall be responsible for the contents of the instructions and shall verify that they are correct prior to taping. The Contractor may submit individual equipment manufacturer's instructional tape(s), provided they meet the above qualifications and cover the actual equipment that is installed. The tape(s) shall be for specific equipment identified by contents and contract name and number. The Contractor shall submit one copy of the tape(s) to the Contracting Officer for review and approval. Unacceptable tapes are to be corrected by the Contractor as indicated by the Contracting Officer at no additional cost to the Government.

(End of clause)

52.236-4017 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS) (Ref. DFARS 52.236-7000)

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

52.244-4001 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer’s written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(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.

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)

52.246-4001 WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall contain for a period of 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, or workmanship.

(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 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 furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

52.248-4003 VALUE ENGINEERING AFTER AWARD

(g) In reference to Contract Clause 52.248-3, "Value Engineering – Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(h) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(i) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfil the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(j) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

(End of Clause)

52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
9	8	7	4	4	6	8	6	4	3	5	8

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(k) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(l) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:

   File No. 141-83-01, Sheets 1 through 17

2. Rates of Wages:

3. Formats:

   Sign

   Project Sign Legend Defined

   Corps of Engineers Logo

   Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)

   Construction Quality Control Report

   Weekly Temporary Electrical Inspection

4. Minimum Standard for Temporary Electrical Service (Ref. FAR 52.236-14)

5. Forms:

   SAS Form 9 - Activity Hazard Analysis

   SAD Form 1666a-R - Safety Checklist for Crawler, Truck & Wheel Mounted Cranes

   SAD Form 1666b-R - Safety Checklist for Portal, Tower, and Pillar Cranes

   SAD Form 1666c-R - Safety Checklist for Rigging

   SAD Form 1666d-R - Safety Checklist for Motor Vehicles, Trailers and Trucks

   SAD Form 1666e-R - Safety Checklist for Crawler Tractors and Dozers

   SAD Form 1666f-R - Safety Checklist for Scrapers, Motor Graders, and Other Mobile Equipment

   SAD Form 1666g-R - Safety Checklist for Material Hoists

   SAD Form 1666h-R - Safety Checklist for Earth Drilling Equipment

   ENG Form 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance

   DA Form 5418-R - Cost Estimate Analysis

   DD Form 1354 – Transfer and Acceptance of Military Real Property [Applicable to Fort Benning projects when referenced in Construction Schedule Restraints, Section 01501.]

   Standard Form LLL-A - Disclosure of Lobbying Activities
   Real Property Inventory

6. Contractor Prepared Network Analysis System
*3
7. Pre-proposal Conference Minutes

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General Decision Number GA020003

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 General Decision Number GA020003
 Superseded General Decision No. GA010003
 State: Georgia
 Construction Type:
 BUILDING
 County(ies):
 CLAYTON
 BUILDING CONSTRUCTION PROJECTS (does not include residential
 construction consisting of single family homes and apartments up
 to and including 4 stories)
 Modification Number     Publication Date
             0             03/01/2002
             1             03/08/2002
COUNTY(ies):
CLAYTON
 ASBE0048C  02/01/2001
                                     Rates           Fringes
INSULATOR/ASBESTOS WORKER
 Includes the application of all
 insulating materials, protective
 coverings, coatings and finishings
 to all types of mechanical systems   20.35           6.12
-----------------------------------------------------------------
 ASBE0207B  08/01/2000
                                     Rates           Fringes
ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER
 Includes preparation, wetting,
 stripping, removal, scrapping,
 vacuuming, bagging and disposing
 of all insulation materials from
 mechanical systems, whether they
 contain asbestos or not              11.00           3.25
-----------------------------------------------------------------
 ELEC0613A  03/01/2002
                                     Rates           Fringes
ELECTRICIANS:
  Electrician                         24.98           26%
  Cable splicer                       25.88           26%
FOOTNOTES:
  Work on bar joists, walk logs, exposed steel and swinging
scaffolds  when the surface the worker stands or sits on exceeds
twenty-five (25) feet above solid floor and the worker is subject
to free fall: $1.00 per hour additional.
  Work of a similar nature above fifty (50) feet: $3.00 per hour
additional.
-----------------------------------------------------------------
 ELEV0032A  01/01/2002
                                     Rates           Fringes
ELEVATOR MECHANIC                     22.955          7.455
FOOTNOTE:
 Vacation Pay: 8% with 5 or more years of service, 6% for 6
 months to 5 years service.  Paid Holidays: New Year's Day,
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Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

IRON0387B 08/01/2001

	Rates	Fringes
IRONWORKER, STRUCTURAL	20.82	6.50

PAIN1940A 10/01/2001

	Rates	Fringes
GLAZIER	18.30	3.16

FOOTNOTE:
Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

PLUM0072A 02/01/2001

	Rates	Fringes
PLUMBER; PIPEFITTER (includes HVAC work):		
Work on commercial and institutional projects 250,000 sq. ft. and under	20.10	5.84
All other work	23.95	5.84

SFGA0669A 01/01/2002

	Rates	Fringes
SPRINKLER FITTER	20.90	6.55

SHEE0085B 02/01/2002

	Rates	Fringes
SHEET METAL WORKERS (HVAC duct work only):		
Work on projects of 100,000 sq. ft. or less (does not include work on new construction projects which involve facilities that produce or process a product, nor does it include maintenance work on such facilities) (HVAC duct work only)	18.76	7.51
All other work (HVAC duct work only)	23.45	7.51

FOOTNOTE:
Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: $1.25 per hour additional.

SUGA1003A 03/01/1990

	Rates	Fringes
BRICKLAYER/BLOCKLAYER	13.53	
CARPENTER (including acoustical ceiling installation, drywall hanging & batt insulation)	11.03	1.08
CEMENT MASON/CONCRETE FINISHER	10.65	
LABORERS:		
Unskilled	7.33	
Mason tender (brick)	7.97	
PAINTER, BRUSH (excluding drywall finishing)	12.51	
TRUCK DRIVER	7.50	.49

WELDERS - Receive rate prescribed for craft performing operation

to which welding is incidental.
==========
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

*2 WAGE DETERMINATION NO: 94-2133 REV (20) AREA: GA,ATLANTA

WAGE DETERMINATION NO: 94-2133 REV (20) AREA: GA,ATLANTA
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 1994-2133
William W.Gross Division of | Revision No.: 20
Director Wage Determinations| Date Of Last Revision: 05/31/2001
_____|_____

State: Georgia
Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth,
Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens,
Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.57
Accounting Clerk II	11.05
Accounting Clerk III	12.09
Accounting Clerk IV	14.41
Court Reporter	13.83
Dispatcher, Motor Vehicle	13.83
Document Preparation Clerk	11.40
Duplicating Machine Operator	11.40
Film/Tape Librarian	10.55
General Clerk I	7.37
General Clerk II	8.90

(Added by Amendment No. 0002)

General Clerk III	12.66
General Clerk IV	13.28
Housing Referral Assistant	15.97
Key Entry Operator I	10.44
Key Entry Operator II	11.85
Messenger (Courier)	8.48
Order Clerk I	9.38
Order Clerk II	10.67
Personnel Assistant (Employment) I	11.07
Personnel Assistant (Employment) II	12.48
Personnel Assistant (Employment) III	15.13
Personnel Assistant (Employment) IV	17.08
Production Control Clerk	14.78
Rental Clerk	11.85
Scheduler, Maintenance	11.85
Secretary I	11.60
Secretary II	13.83
Secretary III	15.97
Secretary IV	18.41
Secretary V	22.64
Service Order Dispatcher	11.47
Stenographer I	12.36
Stenographer II	14.41
Supply Technician	16.40
Survey Worker (Interviewer)	13.83
Switchboard Operator-Receptionist	10.48
Test Examiner	13.83
Test Proctor	13.83
Travel Clerk I	10.18
Travel Clerk II	11.10
Travel Clerk III	11.96
Word Processor I	12.47
Word Processor II	14.41
Word Processor III	16.11
Automatic Data Processing Occupations	
Computer Data Librarian	11.14
Computer Operator I	11.81
Computer Operator II	13.16
Computer Operator III	16.59
Computer Operator IV	18.32
Computer Operator V	22.52
Computer Programmer I (1)	18.48
Computer Programmer II (1)	19.00
Computer Programmer III (1)	22.77
Computer Programmer IV (1)	26.23
Computer Systems Analyst I (1)	25.42

Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.52
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.92
Automotive Glass Installer	15.95
Automotive Worker	15.95
Electrician, Automotive	17.02
Mobile Equipment Servicer	13.80
Motor Equipment Metal Mechanic	17.92
Motor Equipment Metal Worker	15.95
Motor Vehicle Mechanic	17.92
Motor Vehicle Mechanic Helper	12.72
Motor Vehicle Upholstery Worker	15.05
Motor Vehicle Wrecker	15.95
Painter, Automotive	17.02
Radiator Repair Specialist	15.95
Tire Repairer	13.80
Transmission Repair Specialist	17.92
Food Preparation and Service Occupations	
Baker	10.46
Cook I	9.21
Cook II	10.46
Dishwasher	6.85
Food Service Worker	6.77
Meat Cutter	11.46
Waiter/Waitress	7.22
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.46
Furniture Handler	11.39
Furniture Refinisher	15.46
Furniture Refinisher Helper	11.95
Furniture Repairer, Minor	13.70
Upholsterer	15.46
General Services and Support Occupations	
Cleaner, Vehicles	7.39
Elevator Operator	7.39
Gardener	10.59
House Keeping Aid I	6.81
House Keeping Aid II	7.43
Janitor	7.39
Laborer, Grounds Maintenance	8.30
Maid or Houseman	6.99
Pest Controller	11.30
Refuse Collector	7.39
Tractor Operator	9.86

(Added by Amendment No. 0002)

Window Cleaner	9.30
Health Occupations	
Dental Assistant	11.14
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.02
Licensed Practical Nurse I	10.34
Licensed Practical Nurse II	11.61
Licensed Practical Nurse III	12.98
Medical Assistant	10.52
Medical Laboratory Technician	10.51
Medical Record Clerk	11.33
Medical Record Technician	13.66
Nursing Assistant I	8.19
Nursing Assistant II	9.21
Nursing Assistant III	10.06
Nursing Assistant IV	11.28
Pharmacy Technician	12.29
Phlebotomist	10.39
Registered Nurse I	15.71
Registered Nurse II	19.23
Registered Nurse II, Specialist	19.23
Registered Nurse III	23.24
Registered Nurse III, Anesthetist	23.24
Registered Nurse IV	27.85
Information and Arts Occupations	
Audiovisual Librarian	18.32
Exhibits Specialist I	15.01
Exhibits Specialist II	18.59
Exhibits Specialist III	22.40
Illustrator I	17.26
Illustrator II	21.38
Illustrator III	25.76
Librarian	22.03
Library Technician	14.50
Photographer I	14.44
Photographer II	15.01
Photographer III	18.59
Photographer IV	22.40
Photographer V	23.86
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.92
Counter Attendant	7.92
Dry Cleaner	9.06
Finisher, Flatwork, Machine	7.92
Presser, Hand	7.92
Presser, Machine, Drycleaning	7.92
Presser, Machine, Shirts	7.92

Presser, Machine, Wearing Apparel, Laundry	7.92
Sewing Machine Operator	9.79
Tailor	11.12
Washer, Machine	8.97
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.46
Tool and Die Maker	22.45
Material Handling and Packing Occupations	
Forklift Operator	12.24
Fuel Distribution System Operator	13.84
Material Coordinator	14.58
Material Expediter	14.58
Material Handling Laborer	9.92
Order Filler	11.87
Production Line Worker (Food Processing)	11.95
Shipping Packer	11.78
Shipping/Receiving Clerk	11.78
Stock Clerk (Shelf Stocker; Store Worker II)	12.39
Store Worker I	10.71
Tools and Parts Attendant	12.24
Warehouse Specialist	13.07
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.78
Aircraft Mechanic Helper	13.74
Aircraft Quality Control Inspector	19.77
Aircraft Servicer	15.76
Aircraft Worker	16.77
Appliance Mechanic	15.94
Bicycle Repairer	12.83
Cable Splicer	16.70
Carpenter, Maintenance	15.46
Carpet Layer	14.58
Electrician, Maintenance	17.93
Electronics Technician, Maintenance I	15.77
Electronics Technician, Maintenance II	21.37
Electronics Technician, Maintenance III	23.62
Fabric Worker	13.70
Fire Alarm System Mechanic	16.33
Fire Extinguisher Repairer	12.96
Fuel Distribution System Mechanic	16.33
General Maintenance Worker	14.02
Heating, Refrigeration and Air Conditioning Mechanic	16.33
Heavy Equipment Mechanic	16.33
Heavy Equipment Operator	15.62
Instrument Mechanic	16.33
Laborer	9.92

Locksmith	15.46
Machinery Maintenance Mechanic	15.62
Machinist, Maintenance	16.65
Maintenance Trades Helper	11.95
Millwright	16.74
Office Appliance Repairer	15.94
Painter, Aircraft	17.57
Painter, Maintenance	15.66
Pipefitter, Maintenance	18.68
Plumber, Maintenance	17.78
Pneudraulic Systems Mechanic	16.33
Rigger	16.33
Scale Mechanic	14.58
Sheet-Metal Worker, Maintenance	17.23
Small Engine Mechanic	14.58
Telecommunication Mechanic I	16.33
Telecommunication Mechanic II	17.19
Telephone Lineman	16.33
Welder, Combination, Maintenance	16.33
Well Driller	16.33
Woodcraft Worker	16.33
Woodworker	13.76
Miscellaneous Occupations	
Animal Caretaker	9.10
Carnival Equipment Operator	8.57
Carnival Equipment Repairer	9.21
Carnival Worker	6.43
Cashier	7.75
Desk Clerk	8.04
Embalmer	16.70
Lifeguard	7.67
Mortician	16.70
Park Attendant (Aide)	8.66
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.67
Recreation Specialist	9.94
Recycling Worker	9.82
Sales Clerk	7.67
School Crossing Guard (Crosswalk Attendant)	7.39
Sport Official	6.67
Survey Party Chief (Chief of Party)	11.80
Surveying Aide	7.03
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.73
Swimming Pool Operator	11.23
Vending Machine Attendant	9.20
Vending Machine Repairer	11.23
Vending Machine Repairer Helper	9.20

Personal Needs Occupations
- Child Care Attendant 6.84
- Child Care Center Clerk 8.51
- Chore Aid 6.47
- Homemaker 10.74

Plant and System Operation Occupations
- Boiler Tender 16.33
- Sewage Plant Operator 15.46
- Stationary Engineer 16.33
- Ventilation Equipment Tender 11.95
- Water Treatment Plant Operator 15.46

Protective Service Occupations
- Alarm Monitor 11.67
- Corrections Officer 12.92
- Court Security Officer 14.39
- Detention Officer 14.39
- Firefighter 15.10
- Guard I 7.62
- Guard II 12.02
- Police Officer 15.14

Stevedoring/Longshoremen Occupations
- Blocker and Bracer 15.58
- Hatch Tender 15.58
- Line Handler 15.58
- Stevedore I 14.63
- Stevedore II 16.51

Technical Occupations
- Air Traffic Control Specialist, Center (2) 27.24
- Air Traffic Control Specialist, Station (2) 18.79
- Air Traffic Control Specialist, Terminal (2) 20.69
- Archeological Technician I 15.43
- Archeological Technician II 17.26
- Archeological Technician III 21.38
- Cartographic Technician 20.09
- Civil Engineering Technician 18.59
- Computer Based Training (CBT) Specialist/ Instructor 23.89
- Drafter I 13.10
- Drafter II 16.61
- Drafter III 17.26
- Drafter IV 21.38
- Engineering Technician I 13.89
- Engineering Technician II 17.55
- Engineering Technician III 18.80
- Engineering Technician IV 21.99
- Engineering Technician V 25.65
- Engineering Technician VI 27.81

Environmental Technician	18.80
Flight Simulator/Instructor (Pilot)	24.80
Graphic Artist	22.10
Instructor	20.88
Laboratory Technician	15.74
Mathematical Technician	18.80
Paralegal/Legal Assistant I	15.17
Paralegal/Legal Assistant II	18.41
Paralegal/Legal Assistant III	22.46
Paralegal/Legal Assistant IV	25.15
Photooptics Technician	18.80
Technical Writer	23.18
Unexploded (UXO) Safety Escort	17.31
Unexploded (UXO) Sweep Personnel	17.31
Unexploded Ordnance (UXO) Technician I	17.31
Unexploded Ordnance (UXO) Technician II	20.95
Unexploded Ordnance (UXO) Technician III	25.11
Weather Observer, Combined Upper Air and Surface Programs (3)	18.26
Weather Observer, Senior (3)	24.01
Weather Observer, Upper Air (3)	18.26

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	12.20
Parking and Lot Attendant	6.13
Shuttle Bus Driver	9.58
Taxi Driver	8.39
Truckdriver, Heavy Truck	14.05
Truckdriver, Light Truck	10.82
Truckdriver, Medium Truck	12.20
Truckdriver, Tractor-Trailer	15.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR
4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King
Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus
Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for
any of the named holidays another day off with pay in accordance with a plan communicated
to the employees involved.) (See 29 CFR 4.174)

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

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is
entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the
rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular
tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work
which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed
in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-
house activities involving propellants or explosives. Demilitarization, modification,

renovation, demolition, and maintenance operations on sensitive ordnance, explosives and
incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees
possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial

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

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

requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)

and computes a proposed rate(s).

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

classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves

the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

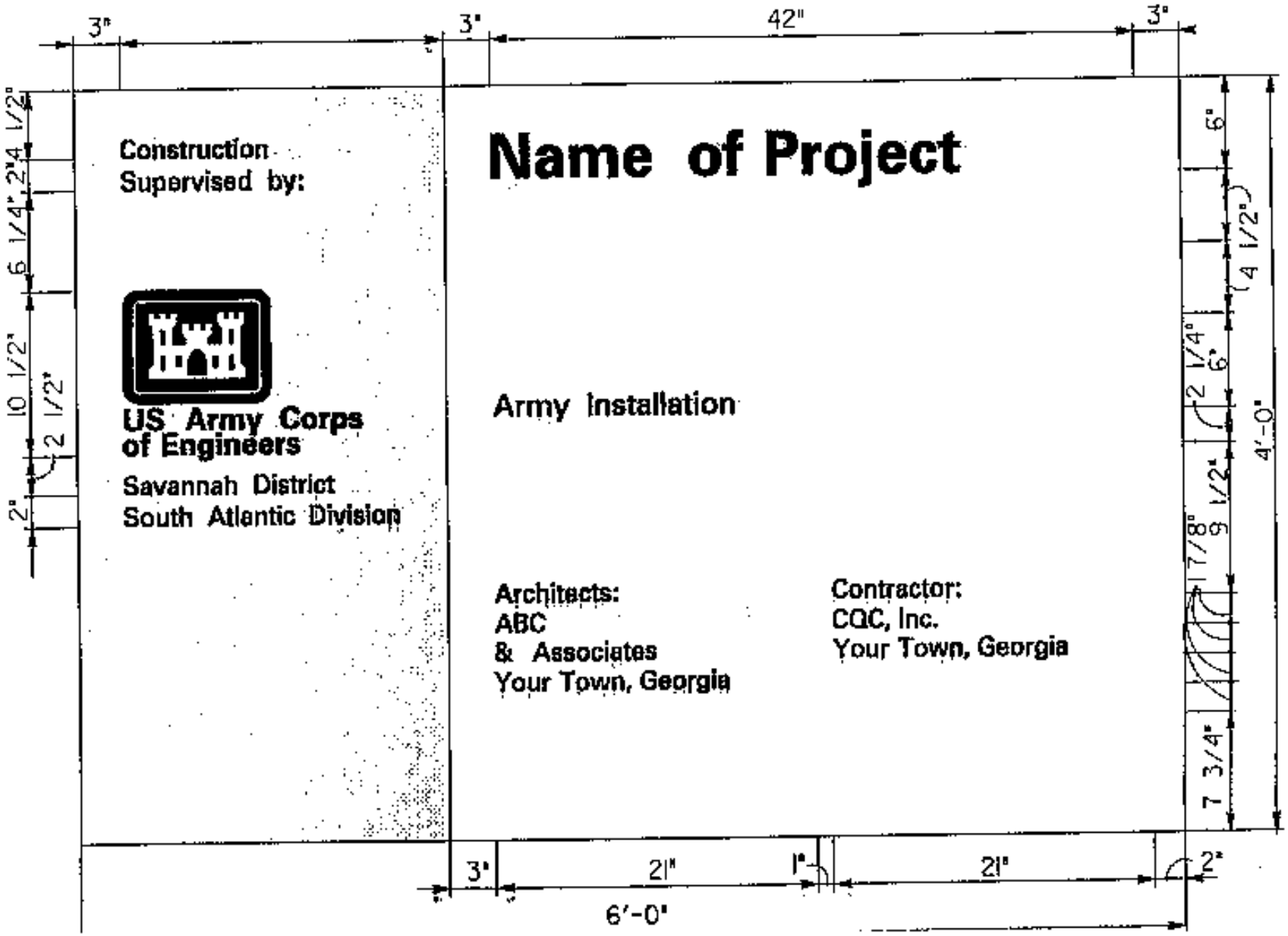
Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

&&&&&&&&&&

(Added by Amendment No. 0002)

SERVICE WAGE RATES TO BE ADDED BY AMENDMENT


3"
3"
42"
3"
Construction
Supervised by:
US Army Corps
of Engineers
Savannah District
South Atlantic Division
Name of Project
Army Installation
Architects:
ABC
& Associates
Your Town, Georgia
Contractor:
CQC, Inc.
Your Town, Georgia
6"
4 1/2"
2 1/4"
6"
9 1/2"
7 3/4"
4'-0"
2 1/2"
10 1/2"
6 1/4"
4 1/2"
2"
3"
21"
1"
21"
2"
6'-0"

PROJECT SIGN LEGEND DEFINED

Legend Group 1: The words:

"Construction Supervised by:" or "Design and Construction Supervised by:"

shall be placed on two lines using black, 1.25" Helvetica regular typeface. Maximum line length is 19".

10.5" Reverse Signature: The Corps symbol shall be a 10.5" white reverse signature using a 6" castle on a red background. The castle and surrounding border lines shall be white. The castle windows, door, and logo background are to be red. The words "U.S. Army Corps of Engineers" shall be black.

Legend Group 2: The words:

"Savannah District
South Atlantic Division"

shall be placed on two lines below the 10.5" reverse signature, using black, 1.25" Helvetica regular typeface.

Legend Group 3: The "Name of Project" shall be placed on one to three lines using white 3" Helvetica bold typeface. Maximum line length is 42".

Legend Group 4: The "Army Installation" shall be a one or two line identification of the facility or name of the sponsoring department. Lettering is to be white, 1.5" Helvetica regular typeface. Maximum line length is 42".

NOTE: Cross-align the first line of legend group 4 with the first line of the Corps signature (U.S. Army Corps) as shown.

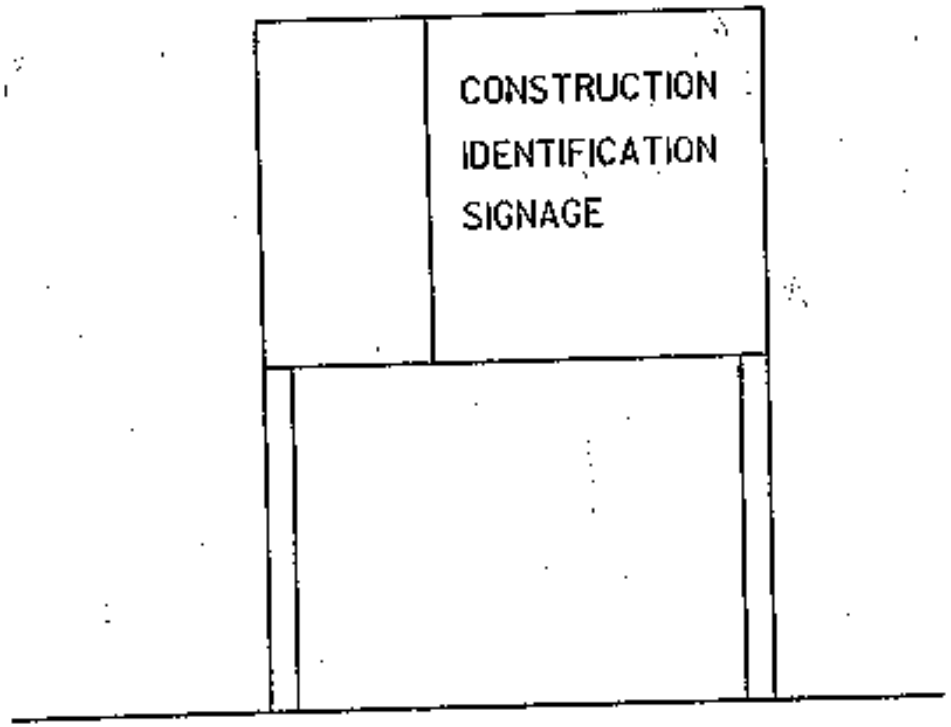
Legend Group 5a: The words:

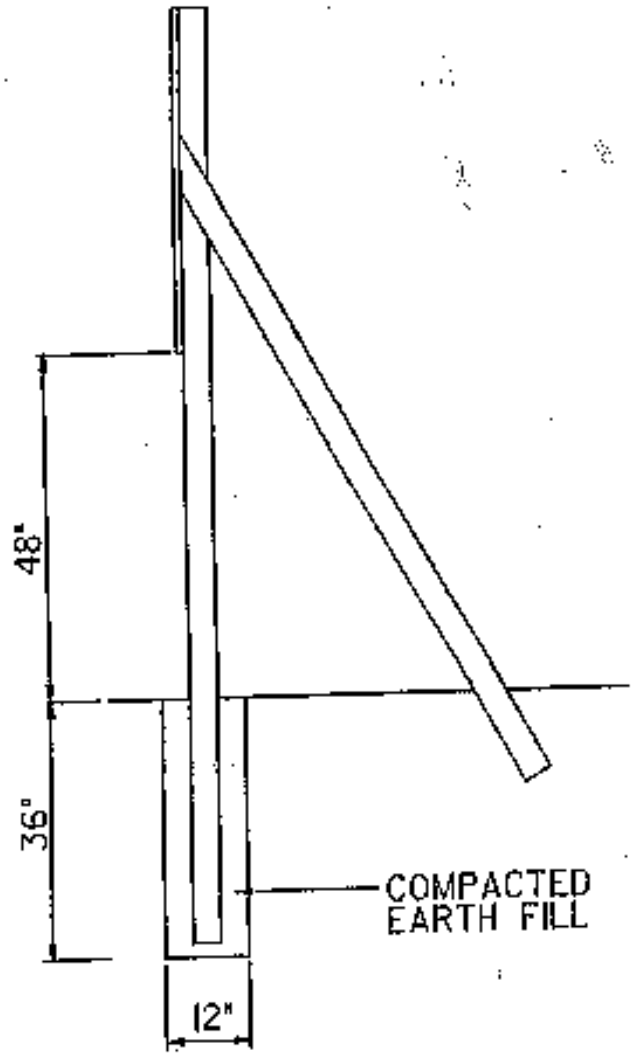
"Architects:" or "Engineers:" or "Architect-Engineers:"

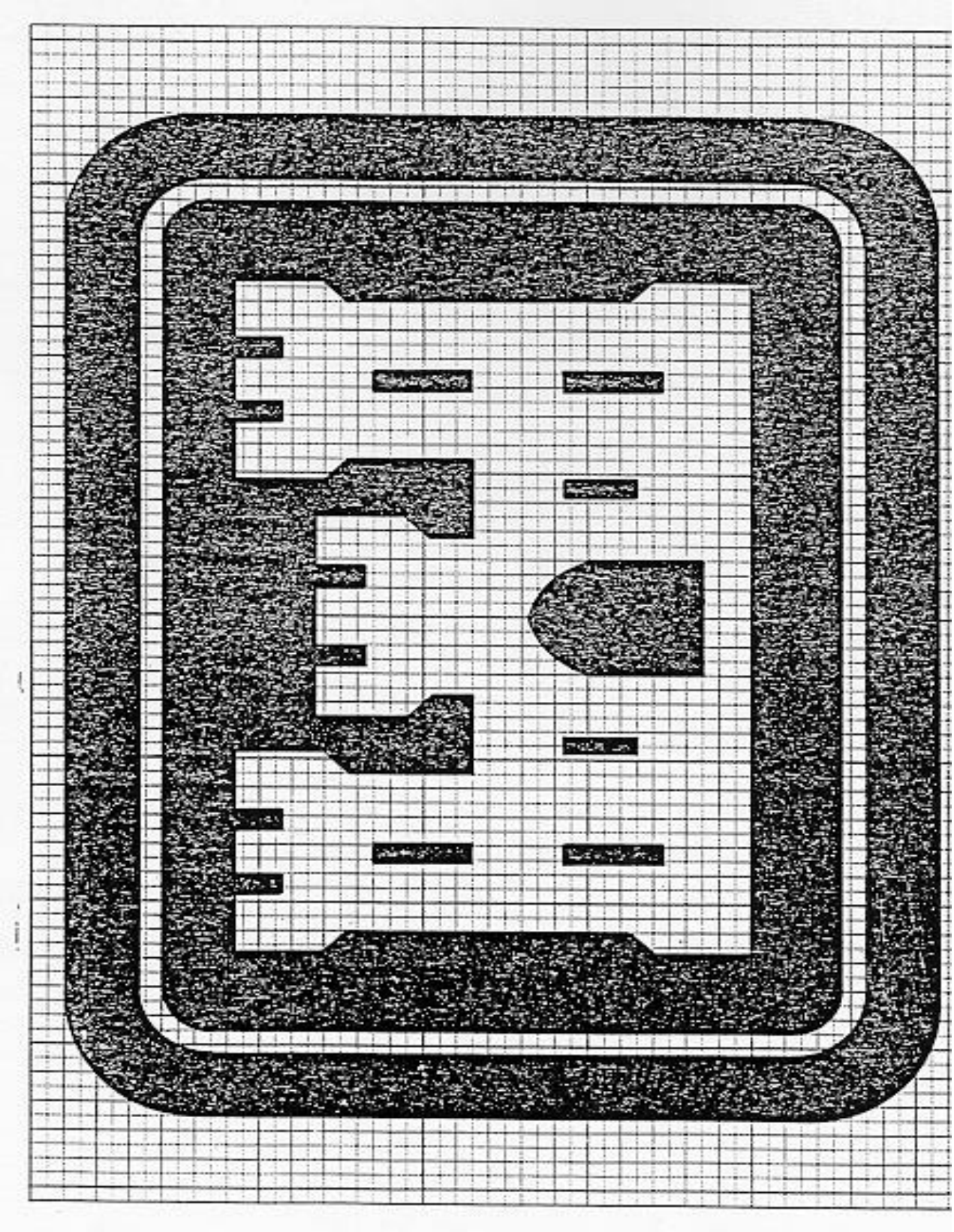
shall be a one to five line identification of the prime architect or engineering corporate or firm name, city, and State. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

Legend Group 5b: The "Contractor:" shall be a one to five line identification of the prime Contractor corporate or firm name, city, and State. Include type of Contractor, i.e. General Contractor, etc. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

NOTE: All typography shall be flush left and rag right, upper and lower case with initial capitals only as shown.


CONSTRUCTION
IDENTIFICATION
SIGNAGE


48"
36"
12"
COMPACTED
EARTH FILL



CORPS OF ENGINEERS LOGO
HALF SIZE

Last revised 9 May 97

FORMAT
(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Sep 96)
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written.

The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

a. Plan preparer (corporate safety staff person, QC);

b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);

c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC.

The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor=s project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

a. Contractor;

b. Contract number;

c. Project name;

d. Brief project description, description of work to be performed, and location (map);

e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);

f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a Acompetent person@ or a Aqualified person@, the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

a. Identification of subcontractors and suppliers (if known);

b. Means for controlling and coordinating subcontractors and suppliers;

c. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

a. List subjects to be discussed with employees in safety indoctrination.

b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.

c. Identify requirements for emergency response training.

d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

e. Identify location at the project site where the records will be maintained.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;

b. Any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.

b. A brief description of the company's safety incentive programs (if any) should be provided.

c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.

d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

a. Exposure data (man-hours worked);

b. Accident investigations, reports and logs;

c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

a. Hazard communication program (01.B.04);

b. Emergency response plans:
- procedures and tests (01.E.01)
- spill plans (01.E.01, 06.A.02)
- fire fighting plan (01.E.01, 19.A.04)
- posting of emergency telephone numbers (01.E.04)
- wildfire prevention plan (09.K.01)
- man overboard/abandon ship (19.A.04)

c. Layout plans (04.A.01);

d. Respiratory protection plan (05.E.01);

e. Health hazard control program (06.A.02);

f. Lead abatement plan (06.B.05 & specifications);

g. Asbestos abatement plan (06.B.05 & specifications);

h. Abrasive blasting (06.H.01);

1. Confined space (06.1);

j. Hazardous energy control plan (12.A.07);

k. Critical lift procedures (16.C.17);

1. Contingency plan for severe weather (19.A.03);

m. Access and haul road plan (22.1.10);

n. Demolition plan (engineering and asbestos surveys) (23.A.01);

o. Emergency rescue (tunneling) (26.A.05);

p. Underground construction fire prevention and protection plan (26.D.01);

q. Compressed air plan (26.1.01);

r. Formwork and shoring erection and removal plans (27.B.02);

s. Lift slab plans (27.D.01);

t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);

u. Blasting plan (29.A.01);

v. Diving plan (30.A.13);

w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).

13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

F O R M A T

CONTRACTOR'S NAME
(Address)

CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No.: _____

Description and Location of Work: _____

WEATHER: (Clear)(P. Cloudy)(Cloudy); Temperature:___Min,___Max;
Rainfall ___Inches

Contractor/Subcontractors and Area of Responsibility
a._____
b._____
c._____
d._____
e._____
f._____
g._____
h._____

1. Work Performed Today:

(Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

_____

2. Results of Control Activities:

(Indicate whether: P-Preparatory, I-Initial, or F-Followup and include satisfactory work completed or deficiencies with action to be taken.)

_____

3. Test Required by Plans and/or Specifications Performed and Results of Tests:

_____

4. Monitoring of Materials and Equipment:

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5. Offsite Surveillance Activities:

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6. Job Safety:

(Daily comment required.)

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7. Remarks:

a. (Cover any conflicts in plans, specifications or instructions.)

b. (Action taken in review of submittal.)

c. (Verbal instructions received.)

_____
Inspector

CONTRACTOR'S VERIFICATION:

The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

_____
Contractor's Approved
Authorized Representative

WEEKLY TEMPORARY ELECTRICAL INSPECTION

Week ending _____

Contract No. _____

Contract Description _____

The following items were inspected in accordance with requirements in National Electrical Code and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1. Wire (size, type, condition).

2. Systems and devices (polarity, continuity of ground, resistance to ground).

3. Resistance of ground rods (25 OHMS) measured and recorded.

4. Check GFI for 15/20 amp 120 volt circuits.

5. Plugs and receptacles (type, NEMA rating).

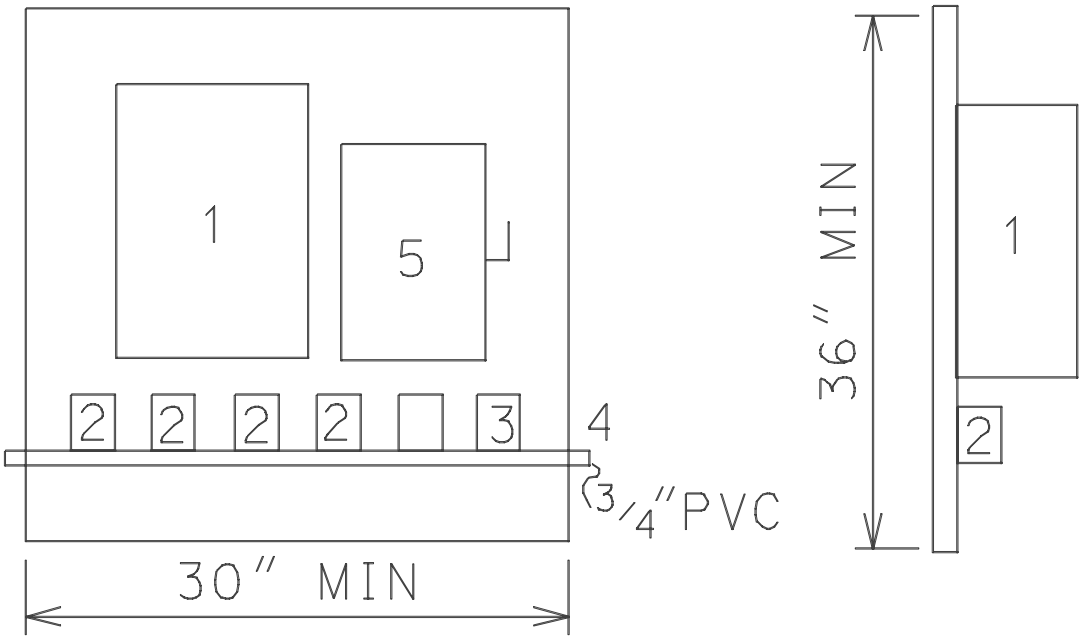
6. Circuit breakers and disconnect (size, type, weatherproof).

7. Extension cords (type, UL listed, insulation condition, splices, location).

8. Open wiring on insulators, nonmetallic sheathed cable, outside clearance (600 volts or less), Festoon lighting (as applicable).

_____
Signature Electrician/Electrical Engineer

MINIMUM STANDARD FOR TEMPORARY ELECTRICAL SERVICE



(DIMENSIONS ARE APPROXIMATE)

A. The backboard for temporary service shall consist of not less than 1/2 inch plywood of exterior grade.

B. Numbers above correspond to the item below:

Item 1 - NEMA 3R circuit breaker type panelboard. This panelboard shall consist of 1 two-pole 60 amp main circuit breaker, 4* one pole 20 AMP branch circuit breakers, and 1* two pole 20 AMP branch circuit breaker. Breakers shall meet Federal Specifications Standards for Class 1A breakers and shall be plug-in type. (*Number of breakers to be adjusted to suit the job requirements.)

Item 2 - Duplex grounding type convenience outlets in standard utility type outlet boxes with covers, meeting the NEC and NEMA requirements for wet locations. Connections to the branch circuit breakers shall be grounded by two conductors #12 NMC cable.

Item 3 – (Optional) A single three-conductor grounding type outlet rated for 250 volt service meeting the NEC and NEMA requirements for wet locations. Connections from this outlet to the two pole breaker shall be by two conductor grounded type NMC cable.

Item 4 - 3/4 inch PVC. This shall be used to support extension cords.

Item 5 – NEMA 3R service disconnect safety switch – 60 amp minimum.

C. The panelboard shall be grounded by #6 copper wire connected to a 3/4 inch by 10-foot long ground rod.

D. Service to the panel shall consist of three copper conductor #6 minimum service entrance cable. This cable may enter the top or side of the panelboard.

E. Periodic inspections of systems and devices will be made by the Contractor at intervals not to exceed 1 week, and a report will be submitted indicating the results.

F. All receptacle outlets that provide temporary electrical power during construction, remodeling, maintenance, repair, or demolition shall have ground-fault circuit-interrupter (CFCI) protection for personnel. GFCI protection shall be provided on all circuits serving portable electric hand tools or semi-portable electric power tools (such as block/brick saws, table saws, air compressors, welding machines, and drill presses). See EM 385-1-1 for exceptions.

G. Per EM 385-1-1 all temporary power distribution systems shall be submitted to the field office before installation.

ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
8. Contractor's Representative (signature)	9.	

SAS Form 9
1 Jan 82

SAFETY CHECKLIST FOR CRAWLER, TRUCK & WHEEL MOUNTED CRANES

Contract # and title:	
Equipment name & number: owned or leased?	
Contractor:	Subcontractor:
Contract Inspector:	Date inspected:

	Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)			
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)			
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)			
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)			
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator’s view? (16.D.04)			
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.05)			
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)			
8. Are the following with the crane at all times: (16.C.02) a. the manufacturer’s operating manual? b. the load rating chart? c. the crane’s log book documenting use, maintenance, inspections and tests? d. operating manual for crane operator aids used on the crane.			

	Yes	No	N/A
9. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspection? (16.C.12) c. written reports of the operational performance test? (16.C.13) d. written reports of the load performance test? (16.C.13)			
10. Are all operators physically qualified to perform work? (16.C.05)			
11. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)			
13. Is a hazard analysis for set-up and set-down available? (16.C.08)			
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer’s recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator’s position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block prevention devices have a written exemption? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			

	Yes	No	N/A
22. Is all equipment to be operated on public roads provided with: (16A.07) a. headlights? b. brake lights? c. taillights? d. back-up lights? e. front and rear turn signals?			
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visiblity for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, footwalks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer’s approval of any modification of equipment which affects its capacity or safe operation? (16.A.18)			
30. Are truck and crawler cranes attached to a barge or pontoon by a slack tiedown system? (16.F.06)			
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.04) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			

	Yes	No	N/A
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.26)			
35. Are trucks, for truck mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.13)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disenaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
Remarks:(Enter actions taken for all “no” answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES

Contract # and Title:			
Equipment name & number: owned or leased?			
Contractor:	Subcontractor:		
Contract Inspector:	Date Inspected:		
	Yes	No	N/A
1. Are the following available: (16.E.02) a. written erection instructions? b. listing of the weight of each component? c. an activity hazard analysis for the erection? d. does the activity hazard analysis contain (1.) location of crane and adjacent structures? (2.) foundation design and construction requirements? (3.) clearance and bracing requirements?			
2. Is there a boom angle indicator within the operator's view? (16.E.04)			
3. Are luffing jib cranes equipped with: (16.E.05) a. shock absorbing jib stops? b. jib hoist limit switch? c. jib angle indicator visible to operator?			
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)			
5. Are the following with the crane at all times: (16.C.02) a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. the operating manual for crane operational aids used on the crane?			

	Yes	No	N/A
6. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspections? (16.C.12) c. written reports of the operational performance tests? (16.C.13) d. written reports of the load performance tests? (16.C.13)			
7. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)			
8. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
9. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
10. Is a hazard analysis for set-up and set-down available? (16.C.08)			
11. Are there at least 3 wraps of cable on the drum? (16.C.10)			
12. Are the hoisting ropes installed IAW the manufacturer’s recommendations? (16.C.10)			
13. Is the a record of manufacturer’s approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
5. Remarks: (Enter actions taken)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR RIGGING

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor	Subcontractor:		
Contractor inspector:	Date inspected:		
	Yes	No	N/A
1. Has all defective rigging been removed? (15.A.01)			
2. Is rigging stored properly? (15.A.01)			
3. Are running lines within 6.5’ of the ground or working level guarded? (15.A.03)			
4. Are all eye splices made in an approved manner with rope thimbles? (sling eyes excepted) (15.A.04)			
5. Are positive latching devices used to secure loads? (15.A.05)			
6. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)			
7. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)			
8. Are the following conditions met for wire rope: (15.B.01-09) a. Are they free of rust or broken wires? b. Are defective ropes cut up or marked as unusable? c. Do rope clips attached with U-bolts have the U-bolts on the dead end or short end of the rope? d. Are protruding ends of strands in splices on slings and bridles covered or blunted? e. Except for eye splices in the end of wires and for all endless wire rope slings, are all wire ropes used in hoisting, lowering, or pulling loads one continuous piece, free of knots or splices?			

	Yes	No	N/A
f. Do all eye splices have at least 5 full tucks? g. If used, are wedge sockets fastening attached without attached the dead end of the wire rope to the live rope? h. Are they free of eyes or splices formed by wire rope clips or knots?			
9. Are the following conditions met for chain? (15.C.01-04) a. Are all chains alloyed? b. Do all coupling links or other attachments have rated capacities at least equal to that of the chain. c. Are makeshift fasteners restricted from use?			
10. Are the following conditions met for fiber rope:(15.D.01-07) a. Are all ropes protected from freezing, excessive heat or corrosive materials? b. Are all ropes protected from abrasion? c. Are splices made IAW manufacture's recommendations? d. Do all eye splices in manila rope contain at least 3 full tucks and do all short splices contain at least 6 full tucks(3 on each side of the centerline of the splice)? e. Do all splices in layed synthetic fiber rope contain at least 4 full tucks and do short splices contain at least 8 full tucks (4 on each side of the centerline of the splice)? f. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1" diameter or greater) past the last full tuck? g. Are all eye splices large enough to provide an included angle of not greater than 60* at the splice when the eye is placed over the load or support?			
11. Are the following conditions met for all slings:(15.E.01-06) a. Is protection provided between the sling and sharp surfaces? b. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice? c. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?			

	Yes	No	N/A
d. Do all welded alloy steel chain slings have affixed permanent identification stating size, grade, rated capacity and manufacturer? e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?			
12. Are drums, sheaves, and pulley smooth and free of surface defects? (15.F.01)			
13. Is the ratio of the diameter of the rigging and the drum, block sheave or pulley thread diameter such that the rigging will adjust without excessive wear, deformation, or damage? (15F.02)			
14. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
15. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer's recommendations? (15.F.05)			
16. Are all shackles and hooks sized properly? (15.F.06 & .07)			
17. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
18. Do all drums have sufficient rope capacity? (15.F.08)			
19. Is the drum end of the rope anchored by a clamp securely attached to the drum in a manner approved by the manufacturer? (15.F.08)			
20. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
21. Do the flanges on grooved drums project beyond the last layer of rope at a distance of either 2″ or twice the diameter of the rope, whichever is greater? (15.F.08)			
22. Do the flanges on ungrooved drums project beyond the last layer of rope a distance of either 2.5″ or twice the diameter of the rope, which ever is greater.			

	Yes	No	N/A
23. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)			
24. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
25. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cablekeepers? 915.F.09)			
26. Are eye bolts loaded in the plane of the eye and at angles less than 45* to the horizontal? (15.F.10)			
27. Remarks: (Enter actions taken for “no” answers.)			
Contractor inspector signature			
Contractor QC/safety/project manager signature			

SAFETY CHECKLIST FOR MOTOR VEHICLES , TRAILERS AND TRUCKS

Contract # and title: owned or leased?	
Equipment name & number:	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. taillights and brake lights? c. front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver’s seat of the prime mover? (18A.06)			
5. Does the vehicle have: (18.A.06) a. a speedometer? b. a fuel gage? c. an audible warning device (horn)? d. a windshield & adequate windshield wiper? e. an operable defroster and defogging device? f. an adequate rearview mirror? g. a cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. non-slip surfaces on steps? I. a power-operated starting device?			

	Yes	No	N/A
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation? d. Are trailers coupled with safety chains or cables to the towing vehicle? e. Are trailers equipped with the power brakes equipped with a break-away device which will lock-up the brakes in the event the trailer separates from the towing vehicle?			
8. Are all dump trucks:(18.A.10) a. equipped with a holding device to prevent accidental lowering of the body? b. equipped with a hoist lever secured to prevent accidental starting or tipping? c. equipped with means to determine (from the operator’s position) if the dump box is lowered? d. equipped with trip handles for tailgates that allow the operator to be clear?			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) a. 3 reflective markers? b. 2 wheel chocks for each vehicle? c. at least one 2A:10B:C fire extinguisher? d. at least two properly rated fire extinguishers (for vehicles carrying flammable cargo)? e. a red flag not less than 1 foot square.			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			

	Yes	No	N/A
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			
16. Remarks: (Enter actions taken for “no” answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

Contract # and title:	
Equipment name & number: owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01& .02)			
2. Are only qualified operators assigned to operate mechanized equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Is the unit shut down before refueling? (16.A.14)			
5. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
6. Is there an effective, working reverse alarm? (16.B.01)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03 ,07, and 13)			
8. Is protections against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment?			

	Yes	No	N/A
10. Are exhaust discharges directed so they do not endanger person of obstruct operator vision?(16.B.05)			
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for “no” answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS , AND OTHER MOBILE EQUIPMENT

Contract # and title:	
Equipment name and number: owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)			
2. Are only qualified operators assigned to operate equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
5. Is there an effective working reverse alarm? (16.B.01)			
6. Is the unit shut down for refueling? (16.A.14)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)			
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)			

	Yes	No	N/A
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)			
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_			
15. Are adequate head and tail lights provided? (16.A.07)			
16. Have brakes been tested and found satisfactory? (16.A.07)			
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)			
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)			
19. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)			

	Yes	No	N/A
21. Have air tanks been tested and certified? (20.A.01)			
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all “no” answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR MATERIAL HOISTS

Contract # and title:	
Equipment name & number:	
Contractor:	Subcontractor:
Contract Inspector:	Date inspected:

	Yes	No	N/A
1. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
2. Is a copy of the hoist operating manual available? (16.K.04)			
3. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
4. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
5. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10)			
6. Are operating rules posted at the hoist operator's station? (16.K.14)			
7. Are air powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
8. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			
9. Remarks: (Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAD Form 1666g-R Mar 97 Previous editions may be used for contracts referencing the 1992 edition of EM 385-1-1.

SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:	
Equipment name & number:	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

	Yes	No	N/A
1. Is a copy of the manual for all drilling equipment available? (16.M.01)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.06)			
6. Is there a spotter or an electrical proximity warning device available to ensure safe distances from power lines are maintained? (16.M.06)			
7. Remarks: (Enter actions taken for “no” answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAD Form 1666h-R Mar 97 Previous editions may be used for contracts referencing the 1992 edition of EM 385-1-1.

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE *(Read instructions on the reverse side prior to initiating this form)*	DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____
SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 6)* *h.*	FOR CE USE CODE *i.*
				SPEC. PARA. NO. *e.*	DRAWING SHEET NO. *f.*			

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated. NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted.

B -- Approved, except as noted on drawings.

C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required.

D -- Will be returned by separate correspondence.

E -- Disapproved (See attached).

F -- Receipt acknowledged.

FX -- Receipt acknowledged, does not comply as noted with contract requirements.

G -- Other *(Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

COST ESTIMATE ANALYSIS

For use of this form, see TM 5-800-2; the proponent agency is USACE.

PROJECT	INVITATION/CONTRACTOR	EFFECTIVE PRICING DATE	DATE PREPARED
LOCATION	CODE (Check one) ☐ A ☐ B ☐ C ☐ OTHER	DRAWING NO.	SHEET OF SHEETS
		ESTIMATOR	CHECKED BY

TASK DESCRIPTION	QUANTITY		LABOR				EQUIPMENT		MATERIAL		TOTAL	SHIPPING	
	NO. OF UNITS	UNIT MEAS	MH UNIT	TOTAL HRS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST		UNIT WT	TOTAL WT
TOTAL THIS SHEET													

DA FORM 5418-R, Apr 85

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

Form Approved
OMB No. 0704-0188

PAGE OF PAGES

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. **FROM** *(Installation/Activity/Service and Zip code)*	2. OPERATING UNIT	3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER

9. **TO** *(Installation/Activity/Service and Zip code)*	10. OPERATING UNIT	11. DISTRICT CODE	12. OPERATING AGENCY	13. ACCOUNTING NUMBER	14. ACCOUNTABLE OFFICE NUMBER	15. TYPE OF TRANSACTION		16. PROJECT NUMBER
						A. ☐ NEW CONSTR. ☐ EXISTING FAC. ☐ CAPITAL IMP. ☐ OTHER *(Specify)*	B. ☐ BENF/O ☐ PHYSICAL COM. ☐ FINAN. COM. ☐ OTHER *(Specify)*	

ITEM NO. 17	CATEGORY CODE 18	FACILITY *(Category description)* 19	NO. OF UNITS 20	TYPE 21	UNIT OF MEAS. 22	TOTAL QUANTITY 23	COST 24	DRAWING NUMBERS 25	REMARKS 26

27.		28. ACCEPTED BY *(Signature)*	DATE
TRANSFERRED BY *(Signature)*	DATE	TITLE *(Post Engr./Base Civ. Engr./Navy Rep.)*	29. PROPERTY VOUCHER NUMBER
TITLE *(Area Engr./Base Engr./DPWO)*			

30. CONSTRUCTION DEFICIENCIES

31. REMARKS

INSTRUCTIONS

This form has been designed and issued for use in connection with the transfer of military real property between the military departments and to or from other government agencies. It supersedes ENG Forms 290 and 290B (formerly used by the Army and Air Force) and NAVDOCKS Form 2317 (formerly used by the Navy).

Existing instructions issued by the military departments relative to the preparation of the three superseded forms are applicable to this form to the extent that the various items and columns on the superseded forms have been retained. Additional instructions, as appropriate, will be promulgated by the military departments in connection with any new items appearing hereon.

With the issuance of this DD form, it is not intended that the departments shall revise and reprint manuals and directives simply to show the number of this DD form. Such action can be accomplished through the normal course of revision for other reasons.

Approved by OM 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, *if known:*

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:

$

10. a. Name and Address of Lobbying Entity
(*if individual, last name, first name, MI):*

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:

$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply)*:

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment *(check all that apply)*:

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C section 1352. This disclosure of lobbyig activities is a materia representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352 . This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ **Date:** _____

Federal Use Only:

Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

    Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OM
0348-0046

Reporting Entity: _____ Page ____ of ____ ____

*U.S. G.P.O. 1990-260-708:00012

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
COMMODES		
LAVATORIES		
URINALS		
EXHAUST FAN (9")		
EXHAUST FAN (OTHER)		
WATER COOLER		
HOTWATER HEATER		
MOP SINK		
AC PLANT	LS 5 TN. 5-25 TN. 25-100 TN. OVER 100 TN.	
AS (WINDOW TYPE)		
FIRE ALARM SYSTEM	MANUAL HALON SPRINKLER	
EMERGENCY LIGHTS		
UNIT HEATER		
STRIP HEATER		
COOLING TOWER		
WALK-IN COOLER		
AIR CURTAIN		
EYE WASH		
SHOWERS		
BOILER	GAS FIRED OIL FIRED STEAM	
FUEL TANK	UNDERGROUND OUTSIDE	

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
WASH BASIN		
AIR COMPRESSOR		
HOISTS		
INVENTORY BY:		DATA:
RECONCILED BY:		DATA:

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
INVENTORIED BY:		DATE:
RECONCILED BY:		DATE:

10 Sept 01 Revision

CONTRACTOR PREPARED NETWORK ANALYSIS SYSTEM (NAS)
FOR DESIGN –BUILD CONTRACTS—PROJECT SCHEDULE
(SAS Sept 01)

A. REFERENCES

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

ER 1-1-11 Progress, Schedules, and Network Analysis Systems (June 1995)

B. CONTRACTOR SCHEDULING REPRESENTATIVE

The Contractor shall designate a scheduling representative (the individual tasked with the responsibility for preparation-updating-revision of the NAS schedule) who shall be responsible for the preparation and submittal of the entire NAS project schedule including all items specified below and revisions to the schedule or supplemental completion schedules, as applicable or directed by the Contracting Officer. The scheduling representative shall be approved by the Contracting Officer based on a resume indicating as a minimum, formal training from software vendor or 5 years experience in working with NAS schedules.

C. GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, FAR 52.236-15 the contractor shall prepare the NAS Project Schedule as described below. The NAS Project Schedule shall be a composite schedule including the design and construction activities. The scheduling of construction shall be the responsibility of the Contractor. Contractor management and superintendent personnel shall actively participate in its development. Subcontractors and suppliers working on the project should actively participate in developing and maintaining an accurate NAS Project Schedule and the prime contractor shall verify their support for the submitted schedule in writing. The contractor shall include this written verification with the initial submittal and all revisions (to logic and durations) of the NAS schedule. The approved NAS Project Schedule shall be used by the Contractor to plan and control the progress of the work, perform evaluations of actual progress, perform time analysis for requests of time extensions on changes, and to provide the basis for the request of all progress payments.

The Government will use the NAS Project Schedule to evaluate the contractor’s progress for timely completion, plan for Quality Assurance verification of the work and evaluate the effects of a proposed modification on the contract duration (critical path activities).

D. BASIS FOR PAYMENT

The approved schedule shall be the basis for progress payments. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress, may delay progress

payments and may result in an interim unsatisfactory performance rating for the area of effectiveness of management.
The Contractor shall provide all information/data, as specified below, for the Contracting Officer to evaluate Contractor progress for payment purposes. The Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, for failure to provide information and data required in this specification.

E. PROJECT SCHEDULE

E.1 Project schedule software

The contractor shall prepare the NAS schedule using a computer software system. The system utilized by the Contractor shall be capable of satisfying all requirements of this specification and ER 1-1-11. Manual methods used to produce any required information shall require prior approval by the Contracting Officer. The Contracting Officer intends to use PRIMAVERA P3. The Contractor shall provide to the Government a complete input listing for the initial schedule. The selected software must be able to function so as to provide all information and functions required by this specification in an accessible manner acceptable to the Contracting Officer. The Government’s acceptance of the software does not waive any requirements under this specification and shall not require the Government to go to any significant effort to retrieve the required information.

Should the contractor utilize software that is different than that utilized by the Contracting Officer, based on the software utilized by the contractor for the preparation of the NAS schedule, the contractor shall provide a copy of the software and a license to the Administrative Contracting Officer at the Government field office until final payment. The software and license shall be returned to the contractor. The Contractor shall submit a copy of the user's manual outlining the selected CPM computer program's mathematical analysis capabilities, details, functions and operation.

The NAS schedule shall be prepared in the Standard Data Exchange Format as required in ER 1-1-11 and approved by the Contracting Officer.

E.2 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project schedule in the Precedence Diagram Method (PDM).

E.2.1 Level of Detail Required

The contractor shall develop or update the Project Schedule and provide data to the Contracting officer at the appropriate level of detail necessary to properly evaluate progress as approved by the Contracting Officer.

E.2.2 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities’ original durations should be greater than 20 work days).

E.2.3 Key Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of key procurement activities include, but are not limited to: shop drawing submittals/ approvals or review/and fabrication/delivery.

E.2.4 Government Activities

Government and other agency activities that could impact progress shall be included in the schedule. These activities include, but are not limited to, Government approvals, Government review and verification that design submittals are in accordance with the RFP, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements. Government approval of shop drawings activities should be shown with the duration at least the minimum allowed by the contract. The contractor’s failure to provide reasonable durations in its schedule for Government activities does not establish or change the Government’s review or approval periods and the durations established for Government’s activities are subject to approval by the Contracting Officer.

E.2.5 Contracts With Multiple Buildings/Facilities

The contractor shall prepare a separate detailed NAS schedule for each building/facility indicating its critical path for specified interim completion dates or critical milestone date. The master NAS schedule shall indicate the interface/lag/link between buildings/facilities to maximize/level the labor and other resources. The master schedule critical path must be indicated through the various buildings/facilities and total duration equal to the contract duration.

E.3 Project NAS Schedule Submissions

The Contractor shall provide the submissions as described below. The data for each submission is as follows:

E.3.1 Preliminary NAS Project Schedule Submission

The Preliminary NAS Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval at the PRECONSTRUCTION CONFERENCE. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP. The preliminary schedule shall be detailed for the first 60 days and depict the remainder of the project in summary format. The preliminary schedule shall be submitted on data disk or CD (2 copies).

E.3.2 Initial NAS Project Schedule Submission

The Initial NAS Project Schedule shall be submitted for approval within 30 calendar days after NTP is acknowledged. The schedule shall include detailed activities for the entire project with a reasonable sequence of activities, and shall be at a reasonable level of detail as approved by the Contracting Officer. The initial schedule shall be submitted on data disk or CD (2 copies).

Two hard copies of all diagrams/summary diagrams, reports/sorts, cash flow curves and narrative report as specified in paragraph E.5

E.3.3 Monthly Updates (entire NAS project schedule)

The Contractor shall submit monthly schedule updates to the Contracting Officer for approval. Monthly updates shall continue until the contract is accepted by the Contracting Officer. See paragraph F-2 for further requirements for monthly updates. These submissions shall enable the Contracting Officer to assess Contractor's monthly progress.
The monthly updates shall be submitted on data disk or CD (2 copies).

Two_hard copies of updates of all diagrams including summary diagram, reports/sorts, cash flow curves and narrative report as specified in paragraph E.5

The contractor’s invoice may be deemed as an improper invoice, if it fails to provide monthly updates acceptable to Contracting Officer, this may delay progress payment and may result in an interim unsatisfactory performance rating. The contractor shall include its requests to revise/adjust the NAS schedule for approval, prior to implementing the revisions into the official schedule.

E.3.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

E.3.5 Submission Requirements

E.3.5.1 Data Disks

Two data disks containing the project schedule shall be provided.
Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

E.3.5.2 File Medium

Required data shall be submitted on CD including the baseline and all updates (cumulative). Monthly data disks must be 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version S. or 6.x, unless otherwise approved by the Contracting Officer.

E.3.5.3 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk

E.3.5.4 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted

are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval. Provide the naming convention(limited to 4 characters: i.e. Filename (contract 99-47) = 47BL for Baseline and 4701 for 1st monthly.

E.4 Network Logic Diagram

E.4.1 Two hard copies of the network diagram shall be required on the preliminary schedule, initial schedule submission, and updated on each monthly schedule submissions. Monthly updates must indicate actual progress as of the data date. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished.

E.4.2 Network diagrams shall show the order and interdependence of project activities and the sequence in which the work is to be accomplished, as planned by the Contractor. The network diagramming procedure which will be used will show how the start of a given activity is dependent on the completion of preceding activities, and how its completion restricts the start of following activities.

E.4.3 Activity Duration

The activity duration shall be indicated in “work” days, and revise the assigned calendar. The contractor may request to change the work days from 5 days/week to 6 or 7 days/week should this action become necessary to regain the schedule due to problems unrelated to the Government actions.

E.4.3.1 Contractor submissions shall include reasonable activity durations as determined by the contractor and subcontractors. The durations are to be determined by the contractor using the planned crew size/composition.

All activities shall be resource loaded with the crew size and composition

E.4.4 The logic diagrams may be manually or machine drafted. The quality and readability of the diagrams shall be acceptable to the Contracting Officer.

E.4.5 Omitted

E.4.6 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code. The Government must accept responsibility for activities in writing by the Contracting Officer.

E.4.7 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall he identified by the Work Area Code.

E.4.8 Modification

Any activity that is added by a contract modification subnet shall be identified by the modification number. Activities shall not belong to more than one modification.

E.4.9 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

E.4.10 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

E.4.11 Category of Work

All activities shall be identified in the project schedule according to the category of work, which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

E.4.12 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

E.4.13 Scheduled Project Completion

The schedule duration shall extend from NTP to the official contract completion date as awarded (unless approved by Contracting Officer-for early completion).

E.4.14 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have a “ES” constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

E.4.15 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the

project schedule an activity called "End Project". The "End Project" activity shall have a “LF” constraint date equal to the completion date for the project, and a zero day duration.

E.4.16 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

E.4.17 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

E.4.18 Design Phase

The contractor shall include the following design phase activities in the composite design and construction NAS Project schedule

Design Charrette (Preliminary Design) within 7 days after NTP

Submittal of preliminary design 60%

Design review conference of Final design

Submittal of Corrected Final design (100%)

Design review conference of Corrected Final design

Design Complete

The duration of each of these activities must be the duration as included in the contract award.

E.4.18.A Start Phase For Construction Activities

The Contractor shall include as the first activity for a project phase an activity called "Start Phase _____" where _____ refers to the phase of work. The "Start Phase _____” activity shall have a “ES” constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.
The start phase for construction activities must be as applicable for design-build contracts

E.4.19 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase _____” where _____ refers to the phase of work. The "End Phase _____" activity shall have a “LF” constraint date equal to the completion date for the project, and a zero day duration.

E.4.20 Inspection/Acceptance phase

The contractor shall include the following work activities with duration and cost:

CQC (all) mechanical systems test(indicate the specific system)

CQC (all) electrical system tests (indicate the specific system)

Government QA (all) mechanical system acceptance/operational test(indicate specific system)

Government QA (all) electrical system acceptance /operational test (indicate specific system)

CQC completion inspection of the entire project

Contractor works off CQC punchlist

Prefinal inspection performed when the facility is completed such that it can be used for it intended function (as determined by the Contracting Officer)

Contractor works off prefinal punchlist

Final/acceptance inspection of the entire project

Contractor works off final punchlist.

Contractor shall allow 60 calendar days total duration prior to current contract completion date for the above stated activities. (See specification section 01451 CONTRACTOR QUALITY CONTROL).

E.4.21 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. The Contractor must document the Actual Start and Finish dates on the Daily Contractor Quality Control report by activity . Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

E.4.22 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

E.4.23 Negative Lags

Lag duration contained in the project schedule shall not have a negative value.

E.4.24 Project Monthly and Specific Milestone Dates

Milestone dates shall be shown on the diagram for start of project, each monthly milestone for the critical path activity in progress as of the data date, specific milestones such as: foundation complete, structure complete, roof complete, facility dried in, interim completion dates, and other specific contract milestones as required by the Contracting Officer.

E.4.25 Critical Path

The critical path shall be clearly shown on all diagrams (as approved).

E.4.26 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility

E.4.27 S-Curves---cash flow curves

Earnings (cash flow) curves (as required for submissions) shall show scheduled ES/EF and LS/LF curves and actual progress plotted as of the data date. The cash flow curves are affected by the assigned cost and duration of the activities.

The LS/LF cash flow curve is expected approximate 40% earning (without stored material) @ 50% of the contract duration and 70% earning @ 70% of contract duration.

E.5 SCHEDULE REPORTS/SORTS (As Required By Contracting Officer For Submissions)

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall he printed for those activities in progress or completed.

E.5.1 Activity Report/sort

A list of all activities sorted according to activity number.

E.5.2 Logic Report/sort

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

E.5.3 Total Float Report/sort

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

E.5.4 Earnings Report/sort

A calculation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

E.5.5 Milestone Report/Sort

The established monthly and special milestones shall be included in this report. The milestones must be established for each significant project features such as: Clearing-grading-demolition, foundation, slab-on-grade, structure-frame, exterior walls-windows, roof-building dry-in, interior walls-mech/elect R/I, above ceiling mech/elect R/I, ceiling, interior wall finish--doors, painting-coverings, floor finish, installation of mech/elect and other equipment-fixtures-casework, plumbing, HVAC system, finish interior mech/elect, testing-commissioning mech/elect systems, onsite utilities, paving-landscaping, prefinal-final inspections—final cleanup and/or other features (as applicable for the project).

Submittal of preliminary design 60%

Design review conference of Final design

Submittal of Corrected Final design (100%)

Design review conference of Corrected Final design

Design Complete

E.5.6 Late Start Sort

E.5.7 Bid Item Sort

E.6 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each monthly update of the project schedule. This report shall include: a description of activities along the most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

If the contractor believes that any Government action or inaction has, or potentially, will impact its progress, it will include the specific notice of

the fact in this report. This information should include the activity number of the impacted work, nature and duration of the impact.

The narrative report shall address all modifications and weather activities that were input for the progress and their impact on the contract completion and total float.

E.6.1 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes. The contractor shall not change the NAS schedule without specific written approval from the Contracting Officer. Unauthorized changes are not acceptable.

F. Monthly Progress Meetings

There will be two progress meetings.

F.1 First - A progress update meeting will be held at the onsite between USACE and the authorized contractor representatives, on the agreed cut-off date established at the preconstruction conference. During this meeting the Contractor shall indicate its requested percentage completed on each activity on which there was a revised percentage of completion. The Contracting Officer must approve actual progress percentages for each activity. The updated progress data will be evluated at the second progress meeting.

F.2 Second - A progress evaluation meeting shall be held with the contractor, after the updating of the current progress period work activities percentage is complete including modifications and adverse weather activities, to evaluate progress and the NAS schedule.

The monthly updated NAS schedule is submitted to the Contracting Officer, for approval, with the contractor’s request for progress payment. The evaluation will include a review of actual durations compared to scheduled durations for critical and non-critical activities, progress on critical activities and near critical activities, trends, and current/potential problem areas, cash flow progress, and projected workflow of activities.

The contractor’s narrative report shall be available for review at least 3 days prior to the second progress meeting.

The Contracting Officer shall approve all proposed revisions and adjustments to the NAS schedule. Update information must include the Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date. The Contractor must address all the activities on an activity by activity basis during the second progress meeting.

The monthly NAS schedule update must include an adverse weather activity for work activities impacted greated than 50% of the work shift or were impacted by previous adverse weather (carry-over). The adverse weather activities must be added and applied to the NAS schedule, (all work activities –within 10 days float or less when compared to the current critical path and current critical activities)--AFTER all of the modifications finalized within the

month have been applied to the NAS schedule in the sequential order of finalization during the progress month.

The time extension for usually severe weather (in calendar days) must result from the agreement reached or (as directed) by the Contracting Officer) following the joint Contractor and Contracting Officer monthly weather evaluation held to review the CQC and QA daily reports, not later than 7 calendar days after the end of the progress month. The Contracting Officer will confirm the results of this evaluation to the contractor in writing monthly.

The official contract completion date must be revised on the NAS schedule, monthly (if applicable) based on the Contracting Officer’s letter confirming the results of the monthly evaluation, to include the time extension in calendars of unusally sereve weather (actual adverse weather impact less the specified anticipated adverse weather impact, for the specific month).

A contract modification (SF 30) for a time extension to the official contract completion date, due to unusally sereve weather (if any), will be completed quarterly by the Contracting Officer based on the monthly evaluations.

F.2.1 Remaining Durations

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

F.2.2 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag duration, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

F.2.3 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals (material delivery), Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

F.3 Progress Meeting Attendance

The Contractor's Project Manager/Superintendent, Chief Quality Control, and Contractor’s Scheduler, (as approved in paragraph B), shall attend the second monthly progress meeting. The onsite Government representatives shall be advised of the meetings location, time and date.

F.4 Update Submission Following Progress Meeting

A complete update of the entire NAS project progress schedule containing all approved revisions, and adjustments, based on the second monthly progress

meeting, shall be submitted not later than 6 working days after the second monthly progress meeting, (if applicable).

G. REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests a time extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay shall be based on a subnet/fragnet of work activities, revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is required for any time extension approvals. The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, shall not be a cause for a time extension to the contract completion date.

G.1 Submission Requirements For Justification Of Request For Time Extension

The Contractor shall submit a comprehensive time analysis and justification for each "Request for Proposal" for a change in the contract, based upon the most recent approved schedule update at the time of the RFP issued. Such a time analysis and justification shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

a. A subnet/fragnet of activities indicating all new change activities and the affect on existing schedule activities.

b. A brief explanation of the causes of the change.

c. Analysis of the overall impact the subnet/fragnet has when applied to the current-updated approved NAS schedule.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

H. MODIFICATIONS TO THE CONTRACT

H.1 Unpriced, Unilateral And Bilateral (Without Agreement On Time) Modifications

Upon receipt of the signed SF 30, for un-priced and unilateral modifications (or bilateral modifications with agreement on costs without an agreement on time, the Contractor shall submit proposed schedule revisions (in the form of a proposed subnet/fragnet) to the Contracting Officer for approval, within 14 days of the SF 30 being issued. The proposed (subnet/fragnet) revisions to the schedule will be approved by the Contracting Officer prior to application of those changes within the project schedule.

Should the contractor fail or refuse to submit the provisions, the Contracting Officer may furnish the Contractor suggested (subnet/fragnet) revisions to the project schedule.

Upon receipt, the Contractor shall include these subnet/fragnet revisions in the project schedule.

If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 14 days of receipt of the revisions.

Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement on the revisions is reached.

If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting officer's proposed revisions, the contractor will be deem to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will be the basis for an "equitable adjustment" for performance of the work.

H.2 Bilateral modifications shall be entered into the NAS schedule, utilizing the subnet/fragnet as agreed during negotiations, immediately after receipt of signed SF 30. Entries to the schedule must be approved by Contracting Officer.

H.3 All modifications subnets/fragnets shall be applied to the NAS schedule immediately in the sequence in which they were finalized (received signed SF 30). Weather time extensions must be included upon receipt of the results of the monthly weather evaluation.

I. CONTRACTOR FALLS BEHIND THE APPROVED NAS PROJECT SCHEDULE

If the Contractor falls behind its approved schedule,(behind the LS/LF cash flow curve or more than 15 work days of negative float) or performs the work in such a manner that the network diagram and mathematical analysis no longer indicate reasonable logic and duration for completion of the work by the current contract completion date, as determined by the Contracting Officer, the Contractor shall promptly provide a supplemental NAS recovery or completion schedule for completion by the current completion date, by reducing the remaining durations, revising logic, or adjusting resources onsite (in addition to the original approved NAS schedule) as approved by the Contracting Officer. The supplemental schedule shall be (resource loaded with crew size and productivity for each remaining activity, and indicating overtime, weekend work, double shifts needed to regain the schedule), in accordance with FAR 52.236-15, without additional cost to the Government. The supplement schedule shall not replace the original approved schedule as the official contract schedule. The original approved schedule shall be updated monthly (in addition to the supplemental schedule) and monitored by the contractor and the Contracting Officer to determine the effect of the supplemental schedule progress has on the contract progress to regain its rate of progress for timely completion as specified.

The Contractor shall not artificially improve its progress by revising the schedule logic restraints or shortening future work activity durations. The contractor may improve its progress by performing sequential work activities concurrently or by performing activities more quickly than planned, but such improvements shall be indicated on a supplement schedule and shall not be recorded on the official until they have actually been

achieved by the contractor. The additional resources required to improve the progress must be evident on the work site.

Failure of the contractor to perform work and maintain progress in accordance with the supplemental recovery or completion schedule, may result in an interim and final unsatisfactory performance rating and/or may result in corrective action by the contraction officer in accordance with far 52.236-15.

J. OWNERSHIP OF FLOAT

All float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

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BATTALION HEADQUARTERS AND ADMIN (EOD)
DACA21-02-R-0024, PHASE 2
Fort Gillem, GA
PRE-PROPOSAL CONFERENCE
June 21, 2002

1. The Pre-Proposal Conference for this project was held on Friday, 21 June 2002, beginning at 1300 hours at Building 902 on Fort Gillem, Georgia. A signed attendees list is attached to these minutes; however, attendees included the following:

   Tim Morris, PM, Corps of Engineers, Savannah District
   Sandy Meyers, Contract Specialist, Corps of Engineers, Savannah District
   Linda Elliott, Contract Specialist, Corps of Engineers, Savannah District
   Jae Chong, Stevens & Wilkinson of Georgia, RFP Developer
   Rick Latham, Stevens & Wilkinson of Georgia, RFP Developer
   Jim Mathis, Director, Engineering, Plans, and Services, Forts McPherson/Gillem
   Janie Thompson, DIS EP&S, Forts McPherson/Gillem
   Mike Poe, DIS EP&S, Forts McPherson/Gillem
   Jay Wilson, Resident Engineer, Corps of Engineers
   1SG Paul Crawford, 723d EOD, Fort Gillem
   Leonard Smith, SRSS Architects
   David Marsh, Bryson Constructors
   Cindy Barnes, Bryson Constructors
   Abdel Al-Haleem, Bryson Constructors
   Gary Sheppard, PRAD Group, Inc.
   Avery M. Sarden, PRAD Group, Inc.

2. The Five Proposers that advanced to Phase 2 of the solicitation are:

   ACTS, Inc.
   Bryson Constructors
   ESI International, Inc.
   PRAD Group, Inc.
   Sunera-Paramount, JV

3. Mr. Tim Morris, the Project Manager representing the Corps of Engineers, welcomed everyone to the conference had had all attendees sign-in and introduce themselves. He reviewed the ground-rules for questions and reminded all that unless an answer to a question appears in a written amendment, the RFP as it now stands is not altered. He also reviewed the requirement to use the Request for Information (RFI) system during the proposal period to ask questions.

4. Mr. Jae Chong, the RFP developer from Stevens & Wilkinson, provided a general overview of the project and reviewed the project drawings, pointing out the various buildings, spaces, and site features.

5. Ms. Sandy Meyers covered the Contract Administration aspects of the solicitation, to include:

    - The Construction Cost Limitation.
    - Submitting proposals to the Corps of Engineers street address.
    - The Proposal Submission requirements of Section 110, to include, the compliance statements, Pro-Forma requirements, and Price information.
    - The date proposals are required.
    - The Evaluation Factors and method of evaluation.
    - The Government Evaluation Team.
    - The adjectival ratings.
    - Definition of the relative weightings.
    - A summary of the relative weights for each factor.
    - The Basis for Award.

6. Mr. Tim Morris covered the following items:

    - He re-emphasized the proposal due date and time, July 26 at 4 p.m.
    - He pointed out the performance period.
    - He pointed out the reference to fast tracking at the bottom of the bid schedule.
    - He reminded proposers that they are encouraged, but not required to submit proposals within the Construction Cost Limitation shown on the bid schedule. He indicated that the CCL would change by amendment.
    - He emphasized to proposers that the Government may make award without further discussions, so proposers should not automatically assume that they will be allowed to participate in discussions or be asked to submit revised offers.
    - He highlighted the RFP section which indicates that the Government wants to obtain the most advantageous balance between technical features and cost to the Government, and in doing so, reserves the right to award to other than the lowest priced offer.
    - The Site Visit P.O.C. for future site visits was established as Mr. Mike Poe, DIS, (404) 464-0673.

7. Mr. Morris pointed out the following in section 01010.

    - Paragraph 1.3 list of prioritized items that the proposers may consider for cost savings.
    - Any CADD software may be used for proposal submission, however, design drawings will be required in micro-station after award.
    - Paragraph 2 phasing of work for demolition.
    - Paragraph 3, Offerors encouraged but not required to stay within the CCL.

8. Mr. Morris pointed out the following in section 01020.

    - Paragraph 2, Appendices A-I.

- Use of floor plan and site plan are optional.
- Paragraph 6.1.4, UFGS specifications will form the basis of Contract design documents.
- Paragraph 11.5, New survey required after award.
- Paragraph 12.3.2, Setback requirements and Jan 02 Draft Antiterrorism standards in an appendix.
- The RFP provided a preliminary geo-technical report. The successful proposer will be responsible for the final report.
- In storm water design, post-construction run-off shall not exceed pre-construction run-off.
- Paragraph 22.1.1.1, The requirement for the successful proposer to lead a Structural Interior Design conference after award that will result in the Government making final color selections for interior/exterior schemes.
- The requirement for a comprehensive interior design for the selection of furniture and furnishings. The cost estimate will include costs for installation of furniture/furnishings by the vendors. The items will be purchased by others.
- Sustainable Design requirements and points required.

9. Mr. Morris pointed out the following in section 01030:

- This section covers design submittal requirements after award to include, quantities, addresses, and schedules.
- Drawings must be submitted after award in micro-station format.

10. The following questions were asked (answers shown):

- When is the time-frame for award?

  We anticipate in September.

- Are photos allowed at the site?

  Yes, but let it be known when you request future site visits.

11. A Site Visit was conducted. The conference then adjourned at approximately 1500 hours.

Timothy C. Morris
U.S. Army Corps of Engineers
Project Manager
28 June 2002

1 atch: attendees sign-in roster

Sign-In Roster

Preproposal Conference, Battalion HQ and Admin (EOD), Fort Gillem, GA
1300, 21 June 02

NAME	AGENCY/COMPANY	PHONE
1. Tim Morris	Corps of Engrs Proj Mgr	912 652 5474
2. Sandy Meyers	Corps of Engrs, Contracting	912 652 5324
3. Linda Elliott	Corps of Engrs, Contracting	912-652-5874
4. Janie Thompson	DIS	404-464-3189
5. 1SG Paul Crawford	723 EOD	404 469 3313
6. LEONARD SMITH	SRSS ARCHITECTS	404-233-5453
7. David MARSh	Bryson	404-762-1000
8. CINDY BARNES	BRYSON CONSTRUCTORS	404-762-1000
9. Abdel Al-Halkem	Bryson Const.	404 762 1000
10. GARY SHEPPARD	PRAD Group, Inc.	404-979-3300
11. AVERY M. SARDEN	PRAD GROUP INC.	404-979-3300
12. MIKE POE	DIS EPS	404-464-0673
13. RKK Latham	Stevens & Wilkinson	404-521-6212
14. Jay Wilson	Corps of Engineering Resident Eng	404 464 4768
15. JAE HA CHONG	STEVENS + WILKINSON	404-521-6206
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SECTION 01010

GENERAL PROJECT REQUIREMENTS

1. GENERAL

1.1 This section provides general scope information and design/construction requirements for this project. More explicit requirements are provided in subsequent sections. The design and construction requirements within this RFP represent the minimum quantity and quality acceptable for the proposal and project.

1.2 The site plan and floor plan provide a conceptual design that has been coordinated with and is acceptable to the User and Base Master Planning for functional relationships and working arrangements but does not imply that this is the only solution that will be considered or that would be acceptable.

1.3 Because of the construction cost limitation of $4,970,000, proposers are encouraged to consider the following cost savings as part of their proposal. Proposers will be allowed to implement these measures to stay within the cost limitation.

In consideration of the Government's desire to achieve a project within the funds available, the items have been prioritized to assist the proposer in determining which savings to incorporate into their proposal. It is up to the proposers to make the choices on which savings, if any, to incorporate. Item number 1 is the cost saving measure that the Government would like to see adopted first. Item 19 is the measure that the Government would like to see adopted last (the item the Government would most like to retain as shown in the Request For Proposal documents). The listing here does not preclude the proposers from taking any other cost saving measures allowed by this Request For Proposal. Implicit in the description of cost savings measure is the requirement to complete or modify any work affected by the execution of the cost savings measures in order to effect a workable final solution. If specifically mentioned in the description, the proposers shall substitute as directed. Otherwise the proposers are permitted to handle modifications at their discretion provided their choices fall within the parameters allowed by this Request For Proposal. For example, seeding is explicitly required in lieu of paving where parking lots have been deleted, whereas the deletion of entry canopy requires continuation of roofing or other treatment to provide weather protection in keeping with the base design guidelines for materials and colors.
The potential cost saving measures are as follows:

1. Reduce all signal ductbank runs of 8 each 4” conduits to 4 each 4” conduits.
2. Delete work related to the southwest parking lot (21 spaces)- including the paved parking, associated walkways and lighting. Provide seeded landscape in lieu of paved. Retain dumpster in another parking lot. Dumpsters must be at least 82 feet from any building. Access to dumpster by servicing truck must be maintained.
3. Delete work related to the northeast parking lot (14 spaces)- including the paved parking, associated walkways and lighting. Provide seeded landscape in lieu of paved.
4. Delete lightning protection.
5. Delete emergency generator hook ups.

6. Delete chair rails in 52nd Building.
7. Delete lockers in 723rd Area.
8. Delete furring and gypsum wallboard over CMU in all locations. In lieu of gypsum finish provide cmu block filler and alkyd paint. One color throughout. Color to be selected later.
9. Delete curbs and gutters.
10. Delete trees, shrubs and groundcover. Substitute seeding.
11. Provide gravel in lieu of paving in parking areas.
12. Lower height of ceilings/tops of windows and building height of 184th/723rd Building. Minimum height of ceiling shall be 8'-0".
13. Make 52nd Building single story -including the deletion of stairs and elevators, etc. There is a preference to extend the building footprint towards the west. Proposer should note that a savings in floor area may be realized by deletion of stairs and elevators and the second floor public toilets (the Commanding Officer's Toilet is mandatory), however, the codes and criteria referenced elsewhere in this Request For Proposal must be satisfied, especially those regarding Life Safety and Building Codes.
14. Delete 12 windows in the 52nd Building. Optional windows are noted on the floor plans.
15. Delete 17 windows in the 184th/723rd Building. Optional windows are noted on the floor plans.
16. Delete the entry canopies at the 184th/723rd Building.
17. Provide overhead electric service in lieu of underground service.
18. Reduce the total gross building areas by a maximum of 10% per building, by the following priorities. The areas prioritized below may be reduced by more than or less than 10% as long as the total reduction does not exceed 10%. The area reduction under this item may be in addition to any area reductions realized under item 13.
    First, from non-usable space such as mechanical, circulation, etc.
    Second, from open office spaces.
    Third, from conference and training areas.
    Fourth, from closed offices.
19. Reduce lighting in the motor pool by 50 percent

2. GENERAL PROJECT DESCRIPTION

The scope of work for the EOD Group HQ and Company Ops Facilities, Fort Gillem, Georgia, includes the design, site preparation and construction of two new buildings on a mostly vacant site and the demolition of three existing structures and other miscellaneous improvements on the site. Supporting facilities will include parking, concrete pavement, sidewalks, water, sewer, electrical service, fire alarm systems, storm drainage, erosion control measures, information systems, and landscaping. Interior design for furniture (including re-use of existing furniture if desired by the user) and finishes is included in the scope of work.

Demolition of Building 710 shall be completed prior to construction of the new facilities. Buildings 736 and 739 will remain occupied and operate without interruption during construction of the new facilities. After completion of the new facilities, the occupants of Buildings 736 and 739 will occupy the new facilities and Buildings 736 and 739 shall be demolished.

2.1 Sustainable Design. This project must achieve a bronze level of sustainable design features as measured through the use of Sustainable Project Rating Tool (SPiRiT), Appendix H to Section 01020. SPiRiT is a

modified version of the U.S. Green Building Council LEED Green Building Rating System. As stated in the contract clauses each offeror will complete and submit the SPiRit Facility Points Summary with the proposal; the total points score will determine the SPiRiT Sustainable Project Certificate Level: SPiRiT Bronze, Silver, Gold or Platinum. The proposed level will be used as a proposal evaluation factor as defined in the contract clauses. A minimum of **Bronze** level rating is required. Each building must achieve this goal. A summary chart and narrative shall be submitted for each building.

2.2 Site Development and Utilities. Site development will include all clearing, grading, roads, parking lots, landscaping, sidewalks, curbs and gutters and utilities for the complex.

2.3 Demolition. Demolition will include asbestos abatement and removal of buildings, foundations, pavement and site improvements. Underground utilities will be capped as specified.

2.4 Facilities. The project facilities will house the 52nd Explosive Ordnance Disposal (EOD) Group Headquarters, Very Important Persons Protection Support Activity (VIPPSA), the 184th Explosive Ordnance Battalion and 723rd Ordnance Company. Administrative functions, training facilities and equipment, briefing areas, mission related equipment and transport and personnel effects storage and other functions related to the EOD will be accommodated. All required anti-terrorism/ force protection measures will be incorporated into the facilities and grounds. The project will be designed in accordance with ADA.

2.5 There are no Army Standard Designs for this project.

2.6 Project design plans and specifications may be in English inch-pound units or the Metric SI System of measurements but the units for the site or building(s) must be consistent. The site survey drawings provided are in English units, as are the Site Layout Plan and Floor Plan. The Offerors may present their plans in either English or Metric units of measure.

3. FUNDING CONSTRUCTION:

3.1 The funding limit for this project is stated in the notes to the bid schedule. Offerors are encouraged to provide proposals that stay within the budget.

4. DESIGN REQUIREMENTS

The proposal documents shall include adequate information in the form of narratives, drawings, calculations, catalog cuts, etc., to enable the Government to adequately review the proposal. Proposal documents shall include all requirements listed in the Contract Clauses and compliance with the format requirements is encouraged to facilitate review and award.

4.1 The design, following award, will include a 60% and final design submittal and corrected final design submittals. See Section 01030, DESIGN SUBMITTAL REQUIREMENTS.

4.2 The proposal drawings may be done with any CADD software. Once the contract is awarded all drawings will be initiated and done in Microstation version SE or J software (or later version) in accordance with A/E/C CADD Standards Manual which is available at: (http://tsc.wes.army.mil/).

4.3 Codes, reference documents and criteria referenced within this RFP, although not attached, are an integral part of this RFP. Each proposer shall be responsible for securing any necessary reference at his own expense and resources. Requirements of this RFP may delete, revise, add to, or substitute for criteria contained in the referenced documents and this RFP shall be deemed the controlling authority of any changes to the other referenced documents and criteria.

4.4 Preparation of DD Form 1354, "Transfer and Acceptance of Military Real Property." At the conclusion of the project, the Contractor will compile and furnish to the Contracting Officer all costs and quantity data of materials and systems furnished and installed. A list of items for which the costs and quantity data is required will be furnished to the Contractor. Such information will be returned to the Contracting Officer within 10 days from receipt of the list.

5. EXPLANATION OF BID ITEMS:

5.1 General: This section comprises an explanation of the bid items identified in the bid schedule. This section is a general scope of work for the bid items described in the bid schedule and is not intended to be all-encompassing in the descriptions. All work specified herein shall be accomplished in accordance with the procedures prescribed in the technical provisions of the RFP. The Contractor shall bid each type of work under the applicable bid item. Measurement for payment will not be made. Payment described for the various bid items will be full compensation for all labor, materials, and equipment required to complete the work. Compensation for any item of work described in the contract but not listed in the bid schedule shall be included in the payment for the item of work to which it is made subsidiary.

5.2 Payment under Bid Item No. 0001, "Design Effort, Complete" will constitute full compensation for furnishing all materials, labor and other associated incidentals necessary to complete the design for the facilities including demolition, sitework and utility design in accordance with RFP. This also includes engineering services during construction to assure quality construction and commissioning of equipment. This item will also include the structural interior design work and renderings, and the comprehensive interior design work for the furniture.

5.3 Payment under Bid Item No. 0002, "Construction of EOD Group HQ and Company Ops Facilities Complete to 5 foot Building Line" will constitute full compensation for furnishing all materials, equipment, plant, tools, and all labor costs and other associated incidentals necessary to complete the construction of the building as proposed by the Contractor.
*3
5.4 Payment under Bid Item No. 0003, "Site Preparation and Development Including Utilities and demolition of three buildings(Everything Outside the 5 foot ~~Building~~ Line of the new buildings, Complete). This will constitute full compensation for furnishing all materials, equipment, plants, tools, and all labor costs and other associated incidentals necessary to complete the construction of the work beyond the 5' building line including clearing, grubbing, grading, new curbs, gutters and pavement, landscaping, ~~irrigation and~~ all utilities, and demolition of three buildings.
*3
~~5.6 Payment under Bid Item No. 0004, "Demolition of three buildings":~~

~~Bldg No. 710 (Vacant)~~
~~Bldg No. 736 (52nd EOD HQ)~~
~~Bldg No. 739 (Storage)~~
~~Foundation wall and other miscellaneous site improvements~~
~~Complete to 5-Foot Building Line (Bid Item 0004). This will constitute full compensation for asbestos abatement, disposition of debris and furnishing all materials, equipment, tools, and all labor and hauling costs and other associated incidentals necessary to complete.~~

--End of Section--

SECTION 01020

DESIGN REQUIREMENTS

1. DESIGN REQUIREMENTS.

1.1 GENERAL. The Contractor shall design and construct the EOD Group HQ and Company Ops Facilities at Fort Gillem, Georgia resulting in a complete and useable facility.

2. DESIGN CRITERIA.

2.1 Information provided in the Appendices is intended to provide additional design requirements and information. Appendix "A" is Functional Room Requirements, a room-by-room summary of specific user requirements for functions within the new facility. Appendix "B" is the Life Safety/Fire Protection Analysis. Appendix "C" is the Room Finish Requirements Schedule. Appendix "D" is the SPIRIT Requirements and Point Summary. Appendix "E" contains Geotechnical Information. Appendix "F" contains environmental and abatement information. Appendix "G" contains the Interior Design Presentation Format Appendix "H" is the Sustainable Project Rating Tool (SpiRiT). Appendix "I" contains draft Department of Defense Antiterrorism Standards for Buildings dated 25 January 2002.

2.2 Drawings included in this RFP include a conceptual site plan, a floor plan, roof plan and elevations. The drawings represent an acceptable solution to the **functional** requirements for this facility. They have been coordinated with and approved by the using agency. Use of this design is optional.

3. SPECIFICATION INTENT. The intent of these specification sections is to describe the requirements for quality, function, and materials, and types of construction in sufficient detail to enable engineering and design to be completed by the Contractor. In this specification section, each engineering and design discipline describes design intent and outlines the parameters to which the Contractor shall design.

3.1 Section 01020 DESIGN REQUIREMENTS defines the design and performance criteria. The applicable building codes and standards shall be used as the minimum criteria to develop the construction documents unless more stringent criteria is defined for a specific area.

3.2 Section 01030 DESIGN AFTER AWARD defines the format and submittal requirements in which the design and the construction documents shall be prepared by the Contractor.

4. COORDINATION BETWEEN THE VARIOUS DISCIPLINES. The Contractor shall be responsible for the coordination between design, engineering and construction disciplines in order to fulfill the requirements of this contract and to provide for a complete, integrated and functional design.

5. QUALITY OF WORK. Construction documents shall be sufficient to afford a clear understanding of the construction work required. The work shall be organized in a manner that will assure thorough coordination between the various details on the drawings, and between the drawings and the specifications. The Contractor shall crosscheck all work until all conflicts have been reconciled. The US Army Corps of Engineers, Savannah District Design Manual, current edition, and Savannah District Guide Specifications are available on the Internet at:

http://www.hnd.usace.army.mil/TECHINFO/ or http://www.ccb.org/ufgs/ufgs.htm

SPECSINTACT software which is used to edit the guide specifications is available free of charage at the same site.

Unified Facilities Guide Specifications (UFGS) are available on the internet at:

http://www.hnd.usace.army.mil/

They shall be used as the basis for format and preparation of construction documents.

6. DESIGN REQUIREMENTS.

6.1 GENERAL.

6.1.1 The project shall be designed and constructed in accordance with the criteria contained herein using industry standard materials and efficient practices. The Contractor shall use materials and equipment accepted within the construction industry. The building design and the materials selected shall be high quality, durable and easily maintained.

6.1.2 The Contractor shall prepare complete construction documents for all work designed as required by the RFP. The construction documents to be prepared include, but are not limited to, construction drawings, specifications, submittals, and design analyses as required in Section 01030, DESIGN AFTER AWARD. The Contractor's Designers of Record shall develop construction document technical specifications for all areas of work.

6.1.3 The Contractor shall be responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications and other documents or publications upon which the design and construction are based.

6.1.4 The project specifications shall be prepared using UFGS guide specifications. If a UFGS guide specification cannot be found, contact the Savannah District to see if a guide specification exists. If a guide specification does not exist the Design/Build Contractor will prepare a job-specific specification. The UFGS shall be edited and adapted by the designer for this project, incorporating UFGS instructions and recommendations in the notes to specifier contained in the guide specs. The designer is to delete inapplicable portions of the guide specification and revise and/or supplement, as required, the applicable portions to provide a complete project specification. Editing of specifications shall be for bracketed options and project requirements as stated in or allowed by the RFP only. Other deviations not allowed by the criteria in this RFP will not be allowed without prior approval from the Contracting Officer. Specifications shall be submitted at final design submittal in hard copy form that shows the text added and deleted with additions highlighted and deletions lined through but still readable. This feature is available in SPECSINTACT or Microsoft Word. In Microsoft Word this feature is located under “Tools”, “Track Changes” and “Highlight Changes”. Following is a partial list of UFGS specifications required for this project. Other UFGS sections shall be added and submitted by the Design/Build Contractor as needed to address all other portions of the work in the accepted proposal. Use any Division 01 GENERAL REQUIREMENTS specifications provided in full in this RFP. Other Division 01 specifications listed below but not provided in full should be edited to fit the project and submitted during design.

Division 01 General Requirements

01330 SUBMITTAL PROCEDURES
01355A ENVIRONMENTAL PROTECTION
01356A STORM WATER POLLUTION PREVENTION MEASURES
01420 SOURCE OF REFERENCE PUBLICATIONS
01451A CONTRACTOR QUALITY CONTROL
01500 TEMPORARY FACILITIES
01572A CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT
01780A AS-BUILT DRAWINGS SUBMITTALS
01781N OPERATIONS AND MAINTENANCE DATA

Division 02 Sitework

02111 EXCAVATION AND HANDLING OF CONTAMINATED MATERIAL
02115A UNDERGROUND STORAGE TANK REMOVAL
02120A TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS
02210A SUBSURFACE DRILLING, SAMPLING, AND TESTING
02217A FOUNDATION PREPARATION
02220A DEMOLITION
02230A CLEARING AND GRUBBING
02300A EARTHWORK
02315A EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS
02316A EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS
02318A TEST FILL
02332A REINFORCED SOIL SLOPE
02364A TERMITICIDE TREATMENT MEASURES FOR SUBTERRANEAN TERMITE CONTROL
02370A SOIL SURFACE EROSION CONTROL
02373 GEOTEXTILE
02374A GEOSYNTHETIC DRAINAGE LAYER
02375A GEOGRID SOIL REINFORCEMENT
02378A GEOTEXTILES USED AS FILTERS
02380A STONE, CHANNEL, SHORELINE/COASTAL PROTECTION FOR STRUCTURES
02510A WATER DISTRIBUTION SYSTEM
02531A SANITARY SEWERS
02532A FORCE MAINS AND INVERTED SIPHONS; SEWER
02551N NATURAL GAS DISTRIBUTION
02552N EXTERIOR SHALLOW TRENCH STEAM DISTRIBUTION
02553A HEAT DISTRIBUTION SYSTEMS IN CONCRETE TRENCHES
02555N EXTERIOR FUEL DISTRIBUTION
02555A PREFABRICATED UNDERGROUND HEATING/COOLING DISTRIBUTION SYSTEM
02556A GAS DISTRIBUTION SYSTEM
02570A VALVE MANHOLES AND PIPING AND EQUIPMENT IN VALVE MANHOLES
02582N ELECTRICAL MANHOLE AND HANDHOLE
02620A SUBDRAINAGE SYSTEM
02621A FOUNDATION DRAINAGE SYSTEM
02630A STORM-DRAINAGE SYSTEM
02661 POND AND RESERVOIR LINERS
02722A AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE
02741A HOT-MIX ASPHALT (HMA) FOR ROADS
02742A BITUMINOUS BINDER AND WEARING COURSES (CENTRAL-PLANT COLD-MIX)
02744A BITUMINOUS ROAD-MIX SURFACE COURSE
02745A BITUMINOUS SURFACE TREATMENT
02748A BITUMINOUS TACK AND PRIME COATS
02752N PORTLAND CEMENT CONCRETE PAVEMENT FOR ROADS AND SITE FACILITIES
02754A CONCRETE PAVEMENTS FOR SMALL PROJECTS
02762A COMPRESSION JOINT SEALS FOR CONCRETE PAVEMENTS
02763A PAVEMENT MARKINGS
02770A CONCRETE SIDEWALKS AND CURBS AND GUTTERS
02821A FENCING
02840A ACTIVE VEHICLE BARRIERS
02841N TRAFFIC BARRIERS
02870N SITE AND STREET FURNISHINGS

02870A SITE FURNISHINGS
02915A TRANSPLANTING EXTERIOR PLANT MATERIAL
02921N TURF
02921A SEEDING
02923A SPRIGGING
02930A EXTERIOR PLANTING
02935N LANDSCAPE MAINTENANCE
02935A EXTERIOR PLANT MATERIAL MAINTENANCE

Division 03 Concrete

03150 EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS
03307 CONCRETE FOR MINOR STRUCTURES

Division 04 Masonry

04200A MASONRY
04220A NONBEARING MASONRY VENEER/STEEL STUD WALLS

Division 05 Metals

05120 STRUCTURAL STEEL
05300 STEEL DECKING
05450 PRE-ENGINEERED LIGHT GAUGE STEEL TRUSSED FRAMES
05500A MISCELLANEOUS METAL

Division 06 Woods and Plastics

06100A ROUGH CARPENTRY
06200A FINISH CARPENTRY

Division 07 Thermal and Moisture Protection

07240A EXTERIOR INSULATION AND FINISH SYSTEM
07413A METAL SIDING (if used)
07416A STRUCTURAL STANDING SEAM METAL ROOF (SSMR) SYSTEM
07600A SHEET METALWORK, GENERAL
07840A FIRESTOPPING
07900A JOINT SEALING

Division 08 Doors and Windows

08110 STEEL DOORS AND FRAMES
08120 ALUMINUM DOORS AND FRAMES
08210 WOOD DOORS
08520A ALUMINUM AND ENVIRONMENTAL CONTROL WINDOWS
08710 DOOR HARDWARE
08810A GLASS AND GLAZING

Division 09 Finishes

09000 BUILDING COLOR AND FINISH SCHEDULE
09009 FLOOR GRID SYSTEM - WALK OFF MAT
09250A GYPSUM WALLBOARD
09310A CERAMIC TILE
09510A ACOUSTICAL CEILINGS
09680A CARPET
09900A PAINTING, GENERAL

Division 10 Specialties

10100A VISUAL COMMUNICATIONS SPECIALTIES
10160A TOILET PARTITIONS
10260A WALL AND CORNER PROTECTION

10270A RAISED FLOOR SYSTEM
10430A EXTERIOR SIGNAGE
10440A INTERIOR SIGNAGE
10800A TOILET ACCESSORIES
10999 FIRE EXTINGUISHERS AND CABINETS

Division 11 Equipment

11020A SECURITY VAULT DOOR

Division 12 Furnishings

12320A CABINETS AND COUNTERTOPS
12490A WINDOW TREATMENT
12705 PREWIRED WORKSTATIONS
12910 ENTRANCE MATS AND FRAMES

Division 13 Special Construction

13080A SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT
13100A LIGHTNING PROTECTION SYSTEM
13851A FIRE DETECTION AND ALARM SYSTEM, ADDRESSABLE
13930 WET PIPE SPRINKLER, FIRE PROTECTION
13935 DRY PIPE SPRINKLER SYSTEM, FIRE PROTECTION

Division 15 Mechanical

15070A 08/01 SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT
15080A 04/01 THERMAL INSULATION FOR MECHANICAL SYSTEMS
15181A 01/01 CHILLED AND CONDENSER WATER PIPING AND ACCESSORIES
15190A 02/99 GAS PIPING SYSTEMS
15400A 02/01 PLUMBING, GENERAL PURPOSE
15566A 02/89 WARM AIR HEATING SYSTEMS
15569A 05/95 WATER AND STEAM HEATING; OIL, GAS OR BOTH; UP TO 20 MBTUH
15620A 08/01 LIQUID CHILLERS
15700A 01/01 UNITARY HEATING AND COOLING EQUIPMENT
15895A 08/01 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM
15951A 06/98 DIRECT DIGITAL CONTROL FOR HVAC
15990A 08/97 TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS
15995A 04/01 COMMISSIONING OF HVAC SYSTEMS

Division 16 Electrical

16070A SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT
16370A ELECTRICAL DISTRIBUTION SYSTEM, AERIAL
16375A ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND
16415A ELECTRICAL WORK, INTERIOR
16528A EXTERIOR LIGHTING
16710A PREMISES DISTRIBUTION SYSTEM
16711A TELEPHONE SYSTEM, OUTSIDE PLANT
16768A FIBER OPTIC DATA TRANSMISSION SYSTEM
16781A MASTER ANTENNA TELEVISION SYSTEM

7. RFP DESIGN AND TECHNICAL CRITERIA. All design and construction document drawings and specifications shall be prepared to comply with the RFP. The RFP describes the design work that shall not be changed, and shall be included in the construction documents. All remaining design work shall be performed by the Contractor based on the design criteria as required by the RFP. No deviations from the criteria will be allowed unless prior approval is obtained from the Contracting Officer's Representative. All questions or problems encountered by the Contractor in following criteria shall be promptly submitted with recommendations to the Contracting Officer's Representative for approval.

7.1 CONFLICTS IN RFP CRITERIA. Where the various elements of the RFP are in conflict, the following priority shall be used to establish precedence, unless specifically noted otherwise:

1. Specifications
2. Drawings

8. APPLICABLE BUILDING CODES AND STANDARDS. The following codes of the most current edition shall be used as standards for building construction and life safety design. Where there is a conflict between the RFP and building codes, the most stringent shall apply. When codes are in conflict, the most stringent shall apply. This list is not intended to be a complete list. All work shall be designed and constructed to meet all state and federal codes, standards and laws. Refer to the technical specifications for other standards and references not listed below.

Regulatory, Reference Requirements and Standards

ASSOCIATED AIR BALANCE COUNCIL (AABC) PUBLICATIONS

AMERICAN CONCRETE INSTITUTE

ACI 301 Specifications for Structural Concrete for Buildings

ACI 302 Guide for Concrete Floors and Slab Construction

ACI 315-99 Details and Detailing of Concrete Reinforcement

ACI 318-99 Building Code Requirements for Structural Concrete

ACI-530-95/ASCE 5-95 Building Code Requirements for Masonry Structures

AMERICANS WITH DISABILITIES ACT (ADA)

Accessibility Guidelines for Buildings and Facilities. Available from US Architectural and Transportation Barriers Compliance Board, 1111 18th Street, N.W., Suite 501, Washington, DC 20036-3894, (202) 653-7834 v/TDD or (202) 653-7863 FAX

AASHTO American Association of State Highway and Transportation Officials

A policy on Geometric Design of Highways and Streets, AASHTO

ADAAG Americans with Disabilities Act Accessibility Guidelines

ARMY/AIR FORCE TECHNICAL MANUAL ™

TM 5-337 Paving & Surfacing Operations

TM 5-785 Engineer Weather Data

TM 5-805-4 Noise and Vibration Control for Mechanical Equipment

TM 5-809-12 Concrete Floor Slabs on Grade Subjected to Heavy Loads

TM 5-810-5 Plumbing

TM 5-811-1 Electrical Power Supply and Distribution

TM 5-811-2 Electrical Design Interior Electrical Systems

TM 5-811-3 Electrical Design Lightning and Static Electricity

TM 5-811-9 Voice/Data Systems

TM 5-811-13 Standards for High-Efficiency Motors and Controllers

TM 5-811-14 Coordinated Power System Protection

TM 5-812-2 Energy Monitoring & Control Systems

TM 5-813-5 Water Supply, Water Distribution

TM 5-814-1 Sanitary and Industrial Wastewater Collection - Gravity Sewers and Appurtenances

TM 5-820-4 Drainage Areas Other than Airfield

TM 5-822-2/ AFM 88-7, Chap. 5, General Provisions and Geometric Design for Roads, Streets, Walks, and Open Storage Area

TM 5-822-5 Pavement Design for Roads, Streets, Walks, and Open Storage Areas

TM 5-822-7 Standard Practice for Concrete Pavements

TM 5-822-8 Bituminous Pavements Standard Practice

TM 5-822-13 Pavement Design for Roads, Streets, and Open Storage Areas, Elastic Layered Method

TM 5-811-7 Electrical Design, Cathodic Protection

TM 5-853-1/ AFMAN 32-1071, Vol. 1 Security Engineering Project Development

TM 5-853-3/ AFMAN 32-1071, Vol. 3 Security Engineering Final Design Interim Department of Defense Antiterrorism/Force Protection Construction Standards

Manual for Erosion and Sediment Control in Georgia (latest-edition)

ARMY/COE MILITARY HANDBOOKS

MIL-HDBK-1190 Sept. 1987, Facility Planning and Design Guide

MIL-HDBK-1008C Fire Protection for Facilities Engineering, Design, and Construction, 1997, including EC 1110-1-94 dated 31 July 2001

ARMY REG 190-11 Physical Security of Arms, Ammunition and Explosives

ARMY REG 380-5 Department of the Army Security Information Program, Including Appendix H, Classification Document and Material Storage Standards

DEPARTMENT OF DEFENSE STANDARDS

Department of Defense Antiterrorism Building Standards, DRAFT, 25 Jan 02.

ENGINEER TECHNICAL LETTER (ETL), MANUAL (EM) AND REGULATIONS (ER)

EM 1110-2-1906 Laboratory Soils Testing

EM 1110-2-1909 Calibration of Laboratory Soils Testing Equipment

EM 1110-2-3102 General Principals of Pumping Station Design and Layout

ETL 91-6 Cathodic Protection

ETL 94-4 Energy Usage Criteria for Facilities in the Military Construction Program

ETL 1110-3-403 Electrical Power Systems for Nonlinear Loads

ETL 1110-3-466 Selection and Design of Oil/Water Separators at Army Facilities

ETL 1110-3-474 Cathodic Protection

ETL 1110-9-10 Cathodic Protection System Using Ceramic Anodes

ER 1110-3-110 Information Systems Design in Support of Military Construction

AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)

Timber Construction Manual

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC Load and Resistance Factor Design Specifications for Structural Steel Buildings

AISC Code of Standard Practice for Steel Buildings and Bridges

AISC LRFD Specification for Structural Joints Using ASTM A325 or A490 Bolts

AMERICAN IRON AND STEEL INSTITUTE (AISI)

American Iron and Steel Institute (AISI), Specification for the Design of Cold-Formed Steel Structural Members

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI 302.9 Standard Test Methods for Impact Resistance of Flat Rigid Plastic Specimens by Means of a TUP (Falling Object)

ANSI 402.9 Retaining Rings

ANSI A117.1 (1986) Buildings and Facilities - Providing Accessibility and Usability for Physically Handicapped People

ANSI A156.1 (1988) Butts and Hinges (BHMA 101)

ANSI A156.2 (1989) Bored and Preassembled Locks and Latches (BHMA 601)

ANSI A156.4 (1992) Door Controls - Closers

A156.5 (1992) Auxiliary Locks and Associated Products

ANSI A156.9 (1988) Cabinet Hardware (BHMA 201)

ANSI A156.12(1992) Interconnected Locks and Latches

ANSI A161.1 (1990) Recommended Construction and Performance Standards for Kitchen and Vanity Cabinets

ANSI B16.3-85Malleable Iron Threaded Fittings, Classes 150 and 300

ANSI C2 (1996) National Electrical Safety Code

ANSI C57.12.28 (1988) Liquid-Filled Distribution Transformers Used In Pad-Mounted Installations, Including Unit Substations

ANSI Z21.45 (1985; Z21.ag; Z21.45b) Flexible Connectors of Other Than All Metal Construction for Gas Appliances (Fourth Edition)

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

Air Conditioning and Refrigeration Institute (ARI), publication Directory of Certified Unitary Air Conditioners, latest edition.

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7(1998) Minimum Design Loads for Buildings and Other Structures

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR CONDITIONING ENGINEERS(ASHRAE)

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Standard 62 (1999) Ventilation for Acceptable Indoor Air Quality

Standard 90.1(1999) Energy Standards for Buildings except Low-Rise Residential Buildings

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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136 (2001) Sieve Analysis of Fine and Coarse Aggregates

ASTM D 420 (1998) Site Characterization for Engineering, Design, and Construction Purposes

ASTM D 422 (1963; R 1998) Particle-Size Analysis of Soils

ASTM D 1140 (2000) Amount of Material in Soils Finer than the No. 200 (75-Micrometer) Sieve

ASTM D 1556 (2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D 1557 (2000) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3))

ASTM D 1586 (1999) Penetration Test and Split-Barrel Sampling of Soils

ASTM D 1587 (2001) Thin-Walled Tube Sampling of Soils for Geotechnical Purposes

ASTM D 2216 (1998), Laboratory Determination of Water (Moisture) Content of Soil, and Rock by Mass

ASTM D 2487 (2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

ASTM D 2488 (2000) Description and Identification of Soils (Visual-Manual Procedure)

ASTM D 2661 (1991) Acrylonitrile-Butadiene-Styrene (ABS) Plastic Drain, Waste, and Vent Pipe and Fittings

ASTM D 2665 (2001) Poly(Vinyl Chloride) (PVC) Plastic Drains, Waste, and Vent Pipe and Fittings

ASTM D 2666 (1996a) Polybutylene (PB) Plastic Tubing

ASTM D 3441 (1998) Standard Test method for Mechanical Cone Penetration Tests of Soil

ASTM D 4318 (2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D 5778-95 (2000) Standard Test Method for Performing Electric Friction-Cone and Piezocone Penetration Testing of Soils

ASTM E 119 (1988) Standard Test Methods and Fire Tests of Building Construction and Materials

ASTM E 779 (E1-87) Standard Test Method for Determining Air Leakage Rate by Fan Pressurization

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

Directory of Certified Unitary Air Conditioners (Latest Edition)

U.S. Army Corps of Engineers, Architectural and Engineering Instructions, Design Control

TECHNICAL INSTRUCTIONS (TI)

TI 800-01 Design Criteria

TI 809-04 Seismic Design For Buildings

TI 809-07 Design of Cold-Formed Load Bearing Steel Systems

TI 810-10 Mechanical Design Heating, Ventilating, and Air Conditioning

TI 810-11 Heating, Ventilating and Air Conditioning (HVAC) Control

System

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA Standards

AWWA C500 (Latest Edition) Gate Valves for Water and Sewerage Systems (DOD adopted)

AWWA C502 (Latest Edition) Dry-Barrel Fire Hydrants

AMERICAN WELDING SOCIETY (AWS)

DEPARTMENT OF THE ARMY

Pamphlet 385-64 (1999) Ammunition and Explosives Safety Standards

ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 340/1-90-018 (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance

EPA 340/1-90-019 (1990) Asbestos/NESHAP Adequately Wet Guidance

EPA 420-R-94-009 (1994) Model Standards and Techniques for Control of Radon in New Residential Buildings

EPA 560/5-85-024 (1985) Guidance for Controlling Asbestos Containing Materials in Buildings

FACTORY MUTUAL SYSTEM (FM) STANDARDS

FEDERAL COMMUNICATIONS COMMISSION (FCC)

FCC Part 15 (Jul 1986) Rules and Regulations: Radio Frequency Devices

FEDERAL HIGHWAY ADMINISTRATION

Federal Standard 595, Uniform Federal Accessibility Standards

FEDERAL REGULATIONS

The Federal Clean Water Act
40 CFR 122 National Pollutant Discharge Elimination System
40 CFR 141 National Primary Drinking Water Regulations
Safe Drinking Water Act, Public Law 95-190 as amended
40 CFR 122 National Pollutant Discharge Elimination System
Federal Standard 595, Uniform Federal Accessibility Standards.
Public Law 89-665, National Historic Preservation Act of 1966, October 15, 1966, as amended by Public Law 95-515, December 12, 1980.
Archaeological Resources Protection Act of 1979, Public Law 96-95, 93 STAT-721.
AR 420-40, Historic Preservation, 15 May 1984
TM 5-801-1, Historic Preservation, Administrative Procedures, November, 1995.
TM 5-801-2, Historic Preservation Maintenance Procedures, February 1977.
Secretary of the Interior’s Standards and Guidelines. For construction on military installation, plans must be coordinated with the local Environmental Coordinator or Environmental Manager.

FEDERAL STANDARD SPECIFICATIONS (FS)

FED-STD 595 (Rev B) Colors
FS795 Federal Standard 795 (Accessibility)

FS WW-P-541 Plumbing Fixtures

FS WW-P-541/5 Plumbing Fixtures (Sinks, Kitchens, Service, Laundry Trays - Detail Specification)

INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS

International Plumbing Code

ILLUMINATING ENGINEERING SOCIETY (IES)

(2000) LIGHTING HANDBOOK REFERENCE AND APPLICATION, 9TH EDITION

INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)

IEEE STD 144 IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems

IEEE Std. 519 Practices and Requirements for Harmonic Control in Electrical Power Systems

IEEE Std. 1100 Powering and Grounding Sensitive Electronic Equipment

INTERNATIONAL PLUMBING CODE

MILITARY STANDARDS

MIL-STD-619B - Unified Soil Classification System for Roads, Airfields, Embankments and Foundations
MIL-STD-620A - Test Methods for Bituminous Paving Materials
MIL-STD-621A - Subgrade, Subbase and Test Method for Pavement Base - Course Materials

NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

NAAMM-01 (1988) Metal Finishes Manual for Architectural and Metal Products

NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)

NACE RP0169 Control of External Corrosion and Underground or Submerged Metallic

NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB), NEBB PUBLICATIONS

NEBB-01 (1991) Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems

NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

Specifications for the Design and Construction of Load Bearing Concrete Masonry

NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA)

NEMA PB 1 (1990; PB 1.1-1986) Panelboards

NEMA PB 2 (1989; PB 2.1-1986) Deadfront Distribution Switchboards

NATIONAL FIRE PROTECTION ASSOCIATION CODES AND STANDARDS (NFPA)

NFPA 70 (2002) National Electrical Code

NFPA 72 (1999) National Fire Alarm Code

NFPA 101 (2000) Life Safety Code

NFPA 780 (1997) Installation of Lightning Protection Systems

National Fire Codes (NFC) Current as of 2001

NATIONAL FOREST PRODUCTS ASSOCIATION (NFPA)

NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

29 CFR Occupational Safety and Health Standards Part 1910

10 CFR 435B Energy Conservation Performance Standards

29 CFR 1926 Safety and Health Regulations for Construction

40 CFR 61 National Emission Standards for Hazardous Air Pollutants

40 CFR 260 Hazardous Waste Management System General

40 CFR 261 Identification and Listing of Hazardous Waste

40 CFR 763 Asbestos

SAVANNAH DISTRICT DESIGN MANUAL

Design Manual for Military Construction, June 2000

SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA)

STATE OF GEORGIA REGULATIONS

Georgia Department of Natural Resources – Georgia Rule 391-3-6-.16
Georgia Department of Natural Resources - Georgia Rule 391-3-5-.04
Georgia Department of Natural Resources - Georgia Rule 391-3-6-.08
Department of Transportation State of Georgia
Standard Specifications Construction of Roads and Bridges, 1993
Supplemental Specifications Modifying the 1993 Standard Specifications for Construction of Roads and Bridges, 1997

10 STATE STANDARDS

Recommended Standards for Water Works
Recommended Standards for Wastewater Facilities

STEEL DECK INSTITUTE (SDI)

Design Manual for Composite Decks, Form Decks and Roof Decks - No. 30

STEEL DECK INSTITUTE DIAPHRAGM DESIGN MANUAL (Second Edition)

STEEL JOIST INSTITUTE

Standard Specifications and Load Tables, 40th Edition

STANDARD PLUMBING CODE (SBCC)

Standard Specification for Load Table for Open Web Joists (latest edition)

TELECOMMUNICATIONS INDUSTRY ASSOCIATION/ELECTRONIC INDUSTRIES ALLIANCE (TIA/EIA)

TIA/EIA 568-B	(2001) Commercial Building Telecommunications Cabling Standard
TIA/EIA 569A	(1998) Commercial Building Standard for Telecommunications Pathways and Spaces
TIA/EIA 606	(1993) Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA 607	(1994) Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA 758	(1999) Customer Owned Outside Plant Telecommunications Cabling Standard

UNIFORM BUILDING CODE (UBC) OF THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, 1997 Edition

UNDERWRITERS LABORATORIES STANDARDS (UL)

UNIFORM FEDERAL ACCESSIBILITY STANDARD (UFAS)

UNIFORM MECHANICAL CODE (UMC)

UNITED STATES ARMY INFORMATION SYSTEMS ENGINEERING COMMAND

CE99008	(2000) Outside Plant Performance Requirements
I3A	(2001) Installation Information Infrastructure Architecture (I3A) Implementation Guide

WATER ENVIRONMENTAL FEDERATION

Water Environment Federation Manual of Practice No. FD-5, Gravity Sanitary Sewer Design and Construction, except asbestos and asbestos cement products shall not be allowed.

9. ENGLISH OR METRIC DESIGN. The design shall be developed using either English or the hard metric system of units of measure. The site survey and concept plans are done in English units. The Contractor shall coordinate. Specifications requiring metric measurements may contain requirements for equipment (e.g. printers, HVAC systems) described in inch-pound (I-P) units in which case no metric substitution will be allowed. Specifications requiring

metric measurements shall include references to related non-metric industry and/or Government standards. Discrepancies, such as mismatches or product unavailability, arising from use of metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be resolved by the Contractor. Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

10. GENERAL CONSTRUCTION REQUIREMENTS.

10.1 Government-Furnished Government-Installed Equipment (GFGI). All existing loose furniture, equipment, computers and related hardware, video projectors, VCR's, TV's, drink machines, vending machines, microwaves, and refrigerators are Government furnished and installed. The Contractor shall provide utility connections and space for these items.

11. SITE CONDITIONS AND REQUIREMENTS.

11.1 Project Limits. The Contractor shall confine all work within the area shown on the site survey and in paragraph 12.1 below.

11.2 Omitted.

11.3 Hazardous Materials And Contamination. The Government does not anticipate that the Contractor will be required to remove or dispose of any hazardous materials or waste during the site preparation phase of this project.

11.4 DISPOSAL OF WASTE MATERIALS.

11.4.1 The Contractor shall identify, as a part of his submittals required by this contract, the specific disposal site or sites for any waste materials generated by the contractors operations at Fort Gillem. The haul route shall be coordinated with the Fort McPherson Directorate of Installation Support.

11.4.2 The Contractor shall edit and submit the following UFGS as defined in Section 01030, DESIGN AFTER AWARD:

01355A Environmental Protection. In addition to other requirements within Specification 01355A, the following SD-18 Records shall be listed requiring Government Approval: specific disposal sites, documentation (i.e., weight tickets, etc.), and compliance of disposal by resale.

01575N Temporary Environmental Controls. In addition to other requirements within Specification 01575N.

11.5 DEMOLITION AND REMOVALS. The Contractor shall have a new survey done for the project area. All utilities shall be indicated along with pipe sizes, inverts, and pipe materials if available. All utilities not in service shall be indicated. The Contractor shall survey and stake-out the project boundaries before starting work. The survey drawing provided in the RFP may not indicate existing conditions and locations of existing utilities. The Contractor may utilize the utilities during construction operations and may incorporate the utilities as part of the final project. If these existing utilities are determined to be inadequate for construction operations or

incorporation into the final facility, they will be upgraded as part of the construction project. However, if the Contractor elects not to use the existing utilities, they will be demolished and removed as part of the construction project. Existing utilities that interfere with this project will be relocated. The information shown on the survey drawing is the most recent survey information available. The Contractor shall be responsible for furnishing an independent topographic survey of the project site, and all line and grade surveys, and as-built surveys of the construction. All demolition debris shall be removed to the landfill off post. Demolished asphalt may be used as fill per Quality Control Specification. Section 02091 and Specific Instrucitons to D/B and building reports are included in Appendix F for use by the contractor.

12. NEW SITE DESIGN AND CONSTRUCTION. The concept site plan presents the general geometric layout for the site work. Access by vehicles is required at the building rear. The Contractor shall design the paving, sidewalks and utilities including fire hydrants, irrigation, landscaping and street lights. The haul route shall be coordinated with the Fort McPherson Directorate of Support Branch.

12.1 Project Limits. The Contractor shall confine all work within the area of the project limits shown on the concept site plan.

12.2 A Stormwater Pollution Prevention Plan (Best Management Plan) shall be designed and included in the design submittals shown in Section 01355A. The approved plan shall be onsite at all times for inspection by EPA, GA DENR, and Fort Gillem environmental personnel. All activities in the approved plan shall be implemented. The Contractor shall control erosion and sedimentation during construction. Sedimentation of adjacent sites or downstream ditches will not be permitted. The plan shall be approved and permitted by Georgia Department of Environmental and Natural Resources (GA DENR).

12.3 CONSTRAINTS.

12.3.1 The new project grading and storm water system shall not impact the surrounding buildings. Construction shall not impact the existing drainage system adjacent to the site.

12.3.2 Building Setback Requirements. The building shall be located on the site in accordance with the Department of Defense Antiterrorism Building Standards, Draft, 25 Jan 02.

Building Setback for Streets 25 meters (82 feet)

12.3.3 The hardwood trees and pines on the site shall be incorporated in the design, retained and protected during construction to the extent possible.

12.4 Access Drives, Parking And Sidewalks. Connections to existing asphalt or concrete pavements shall be accomplished by saw cutting the adjacent existing pavement.

12.4.1 Width Criteria. All pavement and radii dimensions in this section are from back of curb to back of curb. Minimum access drive width shall be 24 feet. Minimum turning radius for all intersections shall be 20 feet except where fire truck access and semi-truck and trailer access is required a 50 feet radius is required. Designer shall consider the types of vehicles traversing and parking on these facilities. Vehicles shall include but not be limited to: passenger cars, emergency vehicles, garbage, fire trucks, military vehicles, delivery service, and utility vehicles. Contractor shall provide

traffic control signs and pavement markings. Parking stripes shall be white and handicap parking stripes shall be blue.

12.4.2 Curb and Gutters. All pavement shall be bordered with 6 inch concrete curb and gutter 2 feet wide. All gradients shall provide positive drainage (no ponding). Curb cuts shall be provided as necessary for pavement drainage.

12.4.3 Pavement Thickness. Pavement structure shall be designed for actual vehicle loadings and frequencies. Access drives shall be asphalt pavement with graded crushed aggregate base course, or portland cement concrete. See the conceptual site plan for locations of each pavement type. Pavement structure thickness shall be in accordance with TM-5-822-5, Chapter 1 and TM 5-822-5, Chapter 3. Pavement design calculations will be based on the latest version of Pavement Transportation Computer Assisted Structural Engineering (PCASE) program which is available on the web at http://www.pcase.com. All PCASE printouts shall be submitted with the design analysis reports. Pavement structure shall be designed for a twenty year pavement life and shall be consistent with Georgia Department of Transportation Standards.. Minimum pavement shall be 1-1/2” of asphalt pavement over 6” of compacted base for POV parking and 3” of concrete pavement of 8” of compacted base course for Heavy Duty pavement. Heavy Duty asphalt pavement and conrete pavement (as shown in the cotract drawings) shall be used in pavement areas where Dump trucks, semis, fire trucks and militatry vehicles traverse. Roads are to have Type “E” asphaltic surface courses and parking lots Type “F”, per base Design Guidelines.

12.4.3.1 Concrete Pavement. A concrete joint layout plan shall be required for all concrete pavements. Joint spacing, joint types, and joint grading shall be shown. Concrete pavement thickness shall be designed for an equivalent 18,000 pound single axle load for the design vehicle loading and number of passes. Pavement life shall be twenty years. Concrete pavement shall be designed in accordance with TM 5-822-5, Chapter 1. Concrete pavement shall be non-reinforced except for odd shaped slabs. The number of joints shall be kept to a minimum by using the greatest joint spacing which will effectively control cracking. The maximum length to width ratio of the slabs shall be 125 percent. Joint sealant type shall be preformed compression seal.

12.4.4 SIDEWALKS. Sidewalks, minimum 6 feet wide, shall be provided as indicated on the concept site plan. Sidewalks shall be widened as necessary to meet building entrance and exit way widths. Sidewalks shall connect the parking areas to the building exits. Sidewalks shall have a minimum nominal thickness of 4 inches with 3000 psi compressive strength. Sidewalks between Co Ops and motor pool where vehicles will be backed up to the building shall have a minimum nominal thickness of 6 inches with 4,000 psi compressive strength. Contraction joints shall be spaced at 6 feet on center and expansion joints shall be placed at 50 feet on center and at the intersection of walks and curbs. Minimum cross slope on sidewalks shall be 2 percent.

12.4.5 Handicapped Access. Ramps shall be provided for handicapped access. Number of parking slots and site access for the physically disabled shall be as required by ADAAG, UFAS and FS 795.

12.4.6 PARKING.

12.4.6.1 Parking shall be provided as generally indicated in the layout presented in the concept site plan. All parking shall be 90 degrees off-street parking. Handicap parking stalls shall be provided. Area lighting and landscaping shall reinforce the parking area in accordance with the Fort Gillem Installation Design Guide while meeting functional and safety requirements.

12.4.6.2 Parking areas shall be paint striped and adequately drained. Parking stalls shall be 9 feet by 18 feet. Paint markings shall be 4 inches in width. Traffic isles shall be 12 feet in width.

12.4.6.3 Parking area drainage shall sheet flow to inlets then into the storm collection system. Parking area slopes shall be adequate to provide proper drainage. The minimum longitudinal slope shall be 1% with 5% maximum slope. Minimum transverse slope shall be 1% with 5% maximum slope.

12.4.6.4 Parking areas design shall conform to TM 5-822-3. Parking stalls and access drives shall be asphalt pavement with graded crushed aggregate base course. Pavement structure thickness shall be in accordance with TM 5-822-5, Chapter 3. The pavement structure shall be designed for a twenty year pavement life. Pavement in front of dumpsters shall be concrete and designed for a twenty year pavement life.

12.4.6.5 Area Lighting. The Contractor shall design parking lot area lighting and shall install poles and fixtures. See Electrical for type.

12.4.7 Loading Dock Pavement. The loading dock access area shown at the rear of the facility shall be designed by the Contractor for standard maximum legal-sized semi-truck and trailer combinations, and shall be concrete paved.

12.5 Building Connection to the Site.

12.5.1 The finish floor shall be a minimum of 6 inches above finished grade.

12.5.2 Finished grade shall slope a minimum of 5 percent away from the new building for a distance of 10 feet.

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12.6 Vehicular access into the fenced motor pool shall be accomplished by means of a card reader operated electric sliding gate. The gate materials and height shall match those of the adjoining motor pool fence. A total of four card readers shall be located interior and exterior to the gate (2 interior, 2 exterior) and shall be programmed to open the gate on the first swipe from either reader and to close the gate on the second swipe from either reader. Automatic (uninitiated) closing of the gate is not desired. System shall allow reprogramming of the card and reader access codes and the making of multiple copies of access cards.

13. FOUNDATION AND GEOTECHNICAL DESIGN.

13.1 Government Investigation

The Government has performed geotechnical explorations at the project site. The locations of and drilling logs of soil test borings are shown on the drawings included with this RFP. A report of the explorations and analysis is included in an appendix. The “preliminary” report provides an overview of the soils and geologic conditions, and is furnished for informational and proposal purposes and not for final design; however, the recommendations provided in the report shall be considered to be minimum requirements that shall be incorporated into the final design and construction of the project.

13.2 Contractor Investigation

The offeror, to whom this contract is awarded, shall employ the services of a consulting professional geotechnical engineer experienced in geotechnical engineering, who shall be responsible for determining site-specific geotechnical conditions. The site-specific geotechnical conditions, together

with recommendations specific to the geotechnical design and construction requirements for the proposed project, shall be addressed in a “final” geotechnical report prepared by the consulting geotechnical engineer. The geotechnical report shall include, but not be limited to, the following:

a. Description of the site as to topography, existing surface conditions, and any other features that might influence the design.

b. Description of the investigation program and the methods used. Information obtained from the explorations performed by the Government can be used, supplemented by additional investigations as deemed necessary by the consulting geotechnical engineer. Subsurface exploration may include soil test borings, cone penetrometer test (CPT) soundings, and test pits. The investigation, sampling, and identification of subsurface materials shall be in accordance with methods and procedures described in ASTM D 420. Soil investigation and sampling by hollow-stem auger borings shall be in accordance with AASHTO T 251. Drilling and sampling with the "Standard Penetration Test" (SPT) split-barrel sampler shall be in accordance with ASTM D 1586. The procedure shall be modified to provide for continuous standard penetration and sampling tests for the initial 12 feet of the boring. Beginning at a depth of 15 feet below grade, penetration and sampling tests can be performed every 5 feet and at each change in soil stratification or soil consistency. The location of the groundwater table, if encountered, shall be measured and recorded after 24 hours. If drilling techniques that prevent determination of the groundwater table are used, install at least one piezometer for every four explorations to measure the depth to the groundwater table. Classification of soils shall be in accordance with ASTM D 2487 or D 2488, as appropriate. Cone penetrometer test (CPT) soundings shall be in accordance with ASTM D 3441 or ASTM D 5778, as appropriate. Undisturbed soil sampling shall be in accordance with ASTM D 1586.

The depths of explorations shall be of sufficient depth to evaluate bearing capacity and settlement potential. However, beneath structures, explorations shall extend to a minimum depth of 25 feet below existing ground surface or below final design grade, whichever is lower. Beneath roads, hardstands, and/or parking areas, explorations shall extend to a minimum depth of 5 feet below existing ground surface or below final design grade, whichever is lower.

The Contractor shall be responsible for all applicable clearances and permits and for the protection of all underground utilities from damage during field investigations. Utility clearances and digging permits are required prior to drilling on the installation. Procurement of the clearances and permits shall be coordinated through the Contracting Officer.

c. Discussion of the subsurface soil conditions and stratigraphy and groundwater conditions.

d. Location plan of explorations.

e. Logs of explorations. Indicate on logs complete information on who, when, and how made. Show soil description, standard penetration resistance, N, or other type resistance, topsoil, water level observations, surface elevation and datum, and any other information gathered during the exploration.

Exploration locations shall be surveyed. Surveyed elevations and coordinates shall be provided on each exploration log. Elevations shall be in accordance with NGVD 29 and horizontal coordinates shall be in accordance with NAD 83 (Georgia State Plane Coordinates); accuracy to be plus or minus 3 feet horizontal and plus or minus 0.5 foot vertical.

Soil test boring logs shall show graphical representation of soil strata, location of each change by depth or elevation, location of each sample by depth or elevation, and number of blows for each 6 inches and amount of soil recovered for each sample location. Logs shall also indicate type and size of casing, type of drilling fluid, and type and size of drill bit. If no casing is used, indicate size of borehole. Indicate when boring is terminated due to refusal.

Soil classifications for final logs shall be based on the field classifications, the results of tests, and further inspection of samples in the laboratory by geotechnical engineers.

Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.

Locations of all explorations shall be shown on the grading and drainage plates of the submittal drawings. Logs of all explorations shall be included on plate(s) of the submittal drawings.

f. Laboratory test data shall be included in detail. Laboratory testing shall be in accordance with the requirements set forth in EM 1110-2-1906, Laboratory Soils Testing, EM 1110-2-1909, Calibration of Laboratory Soils Testing Equipment, and/or applicable ASTM standards. All laboratory testing shall be performed by a commercial testing laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection Team.

g. Notation of the location of strata containing organic materials, weak materials or other inconsistencies that might affect engineering conclusions.

h. Pavement design, or if not responsible for pavement design, pavement structural design data, including design California Bearing Ratio (CBR) and modulus of subgrade reaction.

i. Discussion of the facilities under design and recommendations regarding foundation support of the structures and slabs on grade, including soil bearing pressures, bearing elevations, foundation design recommendations and anticipated settlements, including total and differential.

j. Anticipation of, and management of, groundwater.

k. Discussion of site preparation and the effect of weather and construction equipment on soils during construction.

l. Areas requiring undercutting and removal of unsatisfactory soils.

m. Types of materials to be excavated and possible uses and/or disposition of the materials.

n. Fill and backfill placement procedures, and types of compaction equipment.

o. Results of pH tests and salinity tests and resistivity measurements, as appropriate, necessary to design corrosion control and grounding systems. The raw field data shall be included in the report.

p. Lateral earth pressures and pressure coefficients (active, passive, and at rest) and internal friction angles for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.

q. Results of laboratory soils testing, to include classification and compaction tests, on representative samples of proposed borrow material (both on and/or off the installation). Testing shall be as specified in subparagraph 13.8.1. If borrow material is to be obtained from sources off the installation, provide the name and location of the borrow source.

r. Provide calculations that support the recommendations for the foundation design. The calculations may be included in an appendix to the report. Calculations shall include loadings, capacities, safety factors, settlement analysis, bearing analysis, and references from which calculations are based. Any graphs and formulas shall be clearly indicated along with derivation of curve slopes and data derived from laboratory testing. Computer outputs shall also be included.

Three copies of the geotechnical report shall be submitted with the 60 percent submittal. If revisions are made to the 60 percent design submittal that require revisions to the geotechnical report, a revised report (three copies) shall be provided with the final design submittal.

13.3 Certification

The successful proposer shall be fully responsible for acceptable foundations, pavements and other geotechnical aspects for the proposed project. The proposer and his professional geotechnical engineering consultant shall certify in writing that the design of the project has been developed consistent with the site specific geotechnical conditions. The certification shall be stamped by the consulting professional geotechnical engineer and shall be submitted with the 60 percent design submittal. If revisions are made to the 60 percent design submittal, a new certification shall be provided with the final design submittal.

13.4 Foundation Design

13.4.1 General

Given the proposed site and the proposed structures, it is anticipated that shallow spread footings can be used for support of the proposed buildings.

13.4.2 Allowable Bearing Pressure

Allowable soil bearing pressure shall be determined by the consulting geotechnical engineer. An adequate level of protection against structural failure due to uniform and/or differential foundation settlement or general shear shall be provided.

13.4.3 Footing Dimensions

Column footings and load-bearing wall footings shall have minimum dimensions of 30 inches and 24 inches, respectively, and shall be located at a minimum depth of 24 inches below finish floor or finish grade, as appropriate. Non load-bearing wall footings shall have a minimum width of 18 inches and shall be located at a minimum depth of 18 inches below finish floor or finish grade, as appropriate.

13.4.4 Foundations Over Utility Lines

No foundation shall be constructed over existing or new water, sewer, steam, natural gas, chilled water, industrial waste and foundation drain lines. All

foundations shall be stepped down to an elevation below the pipe invert elevation, or the utility line relocated.

13.4.5 Additional Requirements

Thickened slabs shall be required for walls and partitions which have a vertical load of 300 plf to 1100 plf. A separate isolated wall footing shall be used for walls having a vertical load in excess of 1100 plf.

13.5 Site Classification for Seismic Design

The project site shall be classified as Site Class D for the purpose of determining maximum considered earthquake spectral response accelerations S_{ms} and S_{m1} in accordance with Corps of Engineers Technical Instruction "TI809-04, Seismic Design for Buildings."

13.6 Slabs on Grade

All interior slabs on grade, including storage rooms, shall be underlain by a moisture vapor barrier consisting of lapped polyethylene sheeting having a minimum thickness of 6 mils and a minimum 4-inch thick capillary water barrier of open graded, washed pea gravel, or crushed stone. Concrete slabs shall be jointed around columns and along supported walls to minimize cracking due to possible differential movement.

13.7 Soil Compaction

13.7.1 Soil compaction shall be achieved by equipment approved by the consulting geotechnical engineer. Soil materials shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the compaction specified with the compaction equipment used.

Each layer of structural fill and subgrades shall be compacted to the following minimum percent of the modified Proctor maximum density, determined in accordance with ASTM D 1557:

Beneath structures and building slabs, to 5 feet beyond structure limits, around footings and in trenches	90 percent
Beneath streets and paved areas, except top 12 inches in fill and top 8 inches in native soil	90 percent
Beneath streets and paved areas, top 12 inches in fill and top 8 inches in native soil	95 percent
Beneath shoulders	90 percent
Beneath sidewalks and grassed areas	85 percent
Base course under paved areas	100 percent

The requirements shall be verified or modifications recommended by the consulting professional geotechnical engineer in the report wherever engineering, soils, or climatic factors indicate the necessity. Any modification to the specified compaction requirements shall require the approval of the Contracting Officer.

13.7.2 The Contractor, with recommendations and input from his consulting geotechnical engineer, shall edit and submit the following UFGS Specifications:

02300A Earthwork
02315A Excavation, Filling and Backfilling for Buildings
02316A Excavation, Filling and Backfilling for Utilities

13.8 Construction Quality Control Testing

13.8.1 Prior to initiating any fill placement and/or compaction operations, representative samples of the soils which will be used as structural fill or subgrade, both suitable on-site soils and off-site soils (borrow, both on and/or off the installation) shall be obtained and tested to determine their classification and compaction characteristics. The samples shall be carefully selected to represent the full range of soil types to be used. The moisture content, maximum dry density, optimum moisture content, grain-size and plasticity characteristics shall be determined. These tests are required to determine if the fill and subgrade soils are acceptable and for compaction quality control of the subgrades and structural fill. A minimum of 9 compaction tests shall be performed on materials classified as satisfactory for use.

Tests for the above soil properties shall be in accordance with the following:

Moisture Content	ASTM D 2216
Maximum Dry Density and Optimum Moisture	ASTM D 1557
Grain-Size (Wash No. 200, w/o Hydrometer)	ASTM D 422 and ASTM D 1140
Plasticity	ASTM D 4318

13.8.2 A representative number of in-place field density tests shall be performed in the subgrade of compacted on-site soils and in the structural fill and backfill to confirm that the required degree of compaction has been obtained. In-place density tests shall be performed in accordance with the sand cone method prescribed in ASTM D 1556; the use of nuclear gauges for density testing will not be permitted. At least one density test shall be performed for each 5,000 square feet, or portion thereof, of compacted existing onsite soils, subgrades, and in **each** lift of compacted structural fill. At least one density test shall be performed in the bearing level soils for each 100 linear feet in continuous footings. Density tests shall be performed at 100-foot intervals along roadway subgrade soils. In addition, a density test shall be performed for each 150 linear feet of backfill placed per foot of depth in trenches for utilities. Where other areas are compacted separately by manually operated compactors, a minimum of one density test shall be performed for every 250 square feet, or portion thereof, of fill placed per foot of depth.

13.8.3 Any area that does not meet the required compaction criteria shall be reworked, and retested. If the moisture content of the soil is within the recommended range, additional compaction may be all that is necessary to increase the density. If the moisture content is not within the recommended range, then, the moisture content shall be adjusted to within the range, and the area recompacted.

13.8.4 All laboratory and field density testing shall be performed by a commercial testing laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection Team.

13.9 Soil Treatment

13.9.1 The pesticide applicator's principal business shall be pest control and the pesticide applicator shall be State certified in the U.S. Environmental Protection Agency (EPA) pesticide applicator category which includes structural pest control, and certified in the State of the project's location.

13.9.2 Pesticides shall be delivered to the project site in sealed and labeled containers in good condition as supplied by the manufacturer or formulator. Pesticides shall be stored, handled, and used in accordance with manufacturer's labels. Labels shall bear evidence of registration under the Federal Insecticide, Fungicide, and Rodenticide Act (MX), as amended.

13.9.3 The Contractor shall formulate, treat, and dispose of termiticides and their containers in accordance with label directions. Pesticides and related materials shall be kept under lock and key when unattended. Proper protective clothing and equipment shall be worn and used during all phases of termiticide application.

13.9.4 The Contractor shall provide a 5-year written warranty against infestations or reinfestations by subterranean termites of the buildings constructed under this contract. Warranty shall include annual inspections of the buildings. If live subterranean termite infestation or subterranean

termite damage is discovered during the warranty period, and the soil and building conditions have not been altered in the interim, the Contractor shall:

a. Retreat the soil and perform other treatment as may be necessary for elimination of subterranean termite infestation;

b. Repair damage caused by termite infestation; and

c. Reinspect the building approximately 180 days after the retreatment.

13.9.5 Termiticides shall be currently registered by the EPA.

13.9.6 At the time of application, the soil moisture content shall be sufficiently low to allow uniform distribution of the treatment solution throughout the soil. Applications shall not be made during or immediately following heavy rains or when conditions may cause runoff and create an environmental hazard.

13.9.7 The Contractor shall establish complete and unbroken vertical and/or horizontal (as necessary) soil poison barriers between the soil and all portions of the intended structure that may allow termite access to wood and wood related products. Application shall not be made to areas intended for use as a plenum air space. Surface treatments shall not be made for areas to serve as crawl spaces. Termiticide shall be applied as a coarse spray and provide uniform distribution unto the soil surface. Treatment shall be applied prior to placement of the vapor barrier and at least 12 hours prior to concrete placement. Where treated soil or fill material is not to be covered with a vapor barrier or waterproof membrane; adequate precautions shall be taken to prevent its disturbance. Soil or fill material disturbed after treatment shall be retreated as specified above before placement of slabs or other covering structures. Treatment of the soil on the exterior sides of foundation walls, grade beams, and similar structures shall be coordinated with final grading and planting operations so as to avoid disturbance of the treated barriers. Manufacturer's warnings and precautions shall be observed in the handling and use of such materials. Care shall be taken to prevent these chemicals from entering water supply systems, potable water supplies, or aquifers; and that they do not endanger plants or animals. The Contracting Officer shall be notified at least 48 hours prior to beginning of treatment and formulating, mixing, and application shall be performed in the presence of the Contracting Officer's representative.

13.9.8 Rates and methods of application shall be in accordance with the manufacturer's instructions on the pesticide label. Maximum application or dosage rates shall be used. If the pesticide contains less than the amount of active ingredient specified on the label, work shall be repeated with pesticides conforming to this specification.

13.9.9 The Contractor shall dispose of residual pesticides and containers off Government property in accordance with label instructions and EPA criteria.

13.9.10 The Contractor shall edit and submit the following UFGS Specification:

02364A TERMITICIDE TREATMENT MEASURES FOR SUBTERRANEAN TERMITE CONTROL

13.10 Decay Treatment

The Contractor shall be responsible for determining and implementing the appropriate treatment for prevention of subsurface induced decay.

13.11 Radon Mitigation

The design and construction of foundation walls, slabs, and crawl spaces shall include provisions for the reduction of radon entry and facilitate its removal. Radon mitigation shall comply with the requirements of EPA 402-R-94-009.

13.12 Soil Resistivity Testing

The proposer to whom this contract is awarded shall be responsible for all soil resistivity testing required for cathodic protection design of underground utilities.

13.13 Borrow

Borrow material (if needed) shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from approved borrow areas off the installation, either private or public. The Contractor shall obtain from the owners the right to procure material, pay royalties and other charges involved, and bear the expense of developing the sources, including rights-of-way for hauling. Necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon shall be considered related operations to the borrow excavation. Borrow pits shall be neatly trimmed and drained after the excavation is completed. Borrow materials shall be free of any contaminants.

14. LANDSCAPE DESIGN. The landscape shall be designed using the Fort Gillem Installation Design Guide as modified here. Graded and scarred areas shall be seeded or sprigged. Existing sod not affected during construction shall be protected. Landscaping shall be absolutely minimum maintenance. Planting shall consist predominantly of tree species matching adjacent growth. Trees shall be planted in a formal pattern to provide shade for the East and West facades, and to highlight the building entrance. Trees shall also be planted in islands designed in the Contractor's parking layout with the intent of breaking up the linear image of the parking lots.

14.1 TURF. Seeding shall be provided for all graded and scarred areas. All existing grassed areas not graded or disturbed shall remain sodded. Contractor shall be responsible for proper care and watering of grass from the beginning of the turfing operation and continuing for 3 months after completion of sod placement. New trees and shrubs shall be maintained for a 12-month period after installation. Proper care means watering, fertilizing, cutting and weeding. Trees and shrubs shall require a 1 year warranty and sod shall require a ninety day warranty. Turf preparation shall include eradication of unwanted vegetation with Roundup and the use of a pre-emergent granular herbicide. Provide for a soil test that includes pH, potassium, phosphorus, calcium, magnesium, nematode count, and soil amendment recommendations (N-P-K). Post planting fertilizer for the turf after the sod is rooted shall be applied based on the soil analysis. Grass shall be mowed initially after achieving a 75 mm (3 inch) growth and then twice monthly thereafter.

14.2 Landscape Plantings. Landscaping shall emphasize low maintenance. Mulch shall be shredded cyprus or pine bark. Mulch should have a minimum thickness of 4”. Also, there shall be a weed barrier under the mulch. Solid rubber guys with 610 mm stakes shall be used to stabilize newly planted trees.

Landscaping shall be in accordance with the Fort McPherson Installation Design Guide. Quality plant material shall be as specified by the American Standard for Nursery Stock, ANSI 260.1.

14.3 Approved Plant List. Large trees, and small shrubs at entrances, as defined in the Fort McPherson Installation Design Guide consistent with adjacent existing trees and plants.

15. IRRIGATION SYSTEM. The project shall not include an irrigation system.

16. UTILITY LAYOUT. Coordination of all site work on the project, including utility work, is the responsibility of the Contractor. It is the Contractor's responsibility to confirm the specific locations of the existing utilities and to design and construct new utility services for the new buildings. All utilities, including electrical service, telephone, fiber optic, cable TV, gas, and chilled water, shall be installed underground. New underground utility lines, including appurtenant structures such as valve boxes, manholes, vaults, etc., shall not be located under pavement, road shoulders or drainage ditches to the maximum extent practicable. Unless otherwise approved, placing utilities and culverts under existing roads shall be by open cut.

16.1 Backflow prevention valves, post indicator valves, transformers, electric switches, telephone/cable boxes, manholes, etc., shall be located in locations not immediately apparent to the facility users or personnel passing by the site. New utility lines shall not be located within 15 feet of the footprint of any future building as shown on the site.

16.2 Marking Of Utility Lines. Utility lines shall be marked with plastic marking tape. Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.01 mm. Tape shall have a minimum strength of 12.5 MPa lengthwise and 10.5 MPa crosswise. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion. Warning tapes shall be installed directly above all buried pipes or wires, at a depth of 18 inches below finished grade. Tape color shall be as specified below and shall bear a continuous printed inscription describing the specific utility.

Tape Color:

Red:	Electric
Orange:	Telephone, Telegraph, Television, Police, Fiber Optics, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems
Yellow:	Gas, Dangerous Materials

16.2.1 Tracer Wire. In addition to the plastic marking tape, tracer wire shall also be provided for all new underground utilities. Tracer wire shall be provided for all pipelines, including force mains but excluding storm drain and sanitary sewer lines. Tracer wire shall be provided for all electrical and communication conduits, direct buried cables, gas, and chilled water piping systems. Tracer wire shall be installed on the bottom of the trench just to one side of where the pipe, conduit, or cable contacts the trench bottom. The wire shall run continuously between and terminate at valve boxes on water and gas lines, regulator stub-ups on gas lines, sprinkler heads and valve boxes on sprinkler system lines, panel boxes on electrical lines, and

other such aboveground appurtenances. Each end of the wire shall have an additional length of at least 2 feet coiled up in the appurtenance. Tracer wire shall be insulated No. 12 AWG solid copper and of a type specifically manufactured for locating underground utilities. Insulation shall be solid in color, matching tape color. Tracer wire shall be subject to approval by the Contracting Officer.

16.3 Metering. Area master meters shall be provided where water, gas and electricity are connected to base distribution lines. Water, electrical, and natural gas meters shall transmit usage data to the existing Fort Gillem digital control system. Meters, interface devices and programming of the existing host shall be furnished as required to accomplish complete utility metering and remote usage monitoring as required by Ft. Gillem utility managing agency.

17. PERMITS.

17.1 General. The Contractor shall determine permit requirements as part of the design process and shall submit permit draft applications as part of the submittal process. Water, sewer, storm water, and air are some of the permits required for this project.

18. STORM DRAINAGE.

18.1 Post-construciton discharge shall not exceed pre-construction discharge. A combination of infiltration, retention, and detention methods shall be used. Drainage from roof drains shall be handled with downspouts filtering the water into the ground in drywell sumps and/or other types of infiltration systems. Do not use splash blocks.

18.2 The storm drain collection system may consist of grassed swales, concrete inlet drop or curb inlets, concrete headwall and pipe systems. The proposed system shall tie to the existing grassed ditches or pipe systems. Minimum pipe velocities shall be 2 feet per second and the maximum shall be 5 feet per second with outlet erosion protection. The minimum pipe size for an open pipe system shall be 18 inches and 15 inches for a closed system.

18.3 The allowable pipe types shall include concrete pipe, type III or IV as required. Pipe joints shall be water tight with gaskets.

18.4 Concrete inlets/catch basins may be poured in-place or precast concrete. Metal grates or manholes shall be galvanized. Basins shall have 3 inch weepholes cast into the walls. The exterior of the weep holes shall receive a 1/4” wire mesh with a 12 inch width belt of crushed rock, #57. Precast manhole or inlet rings shall connect with industry standard gaskets. Storm drain pipes shall be grouted into the concrete structures to provide a watertight connection.

18.5 Building downspouts shall connect to an underground storm drain collection system.

19. WATER AND WASTE WATER.

19.1 The Contractor shall design and construct the new water supply and wastewater utility services for the new complex. The Contractor shall provide water service lines, new water distribution lines (as required) and connection to the existing water mains. The Contractor shall also provide new wastewater building laterals, new sewage mains (as required) and connection to the existing sanitary sewerage system. The water and sewage facilities shall be designed and constructed in accordance with the criteria contained herein.

Placement of a buried utility main under a new building shall not be allowed. Minimum earth cover for the new utility lines will not be less than 30 inches, except for sewer lines where the minimum cover shall be 36 inch.

19.2 The Government anticipates that the Contractor will connect the new water laterals to the existing water distribution system and that sufficient pressure and quantity will be available for domestic and industrial uses. The design of the water distribution mains and service lines shall provide adequate quantity at sufficient pressure for domestic use and industrial use (vehicle washing, etc.). The Contractor shall determine minimum pressures in accordance with applicable plumbing and fire protection criteria. Flow test shall be conducted by the Contractor prior to obtaining permits.

19.3 The mains shall be designed and installed in accordance with NFPA 24 and applicable AWWA standards. Water mains shall follow existing streets or utility corridors. The design shall limit installation beneath pavement.

19.4 Design of the service lines shall be in accordance with the National Plumbing Code and applicable AWWA standards. A curb stop or valve shall be installed near the point of connection to the main. Water service lines shall be equipped with suitable meters. Metering of fire service lines is not required.

19.5 The water distribution system in the fire truck parking or servicing area shall provide a fire hydrant dedicated to the fire truck water refilling operations.

19.6 Cathodic protection is required for all fire hydrants and materials subject to corrosion. Cathodic protection shall comply with National Association of Corrosion Engineers (NACE) criteria.

19.7 Water Supply for Fire Protection.

19.7.1 Interior and outside fire protection shall be designed in accordance with MILITARY HANDBOOK 1008C (MIL-HDBK 1008C). Fire flow test data in the vicinity of the site areas follows:

Hydrant fairly close to EOD site

Static pressure = 60 psig
Residual pressure = 40 psig
Flow = 1163 gpm

From the data obtained from the flow test, and the specific fire protection requirements, the Contractor shall determine the need for additional water supply components such as fire pumps, water storage, or new connection to off-site water mains (perhaps several blocks from the building site).

19.7.2 The Contractor shall provide the required water flow and pressure for the interior and outside (hose stream) demand. Fire pumps and storage shall be provided as required to meet the required water demand. Connection to off-site water mains shall be considered the most desirable solution to water supply needs. Fire pumps (if required) shall be designed and installed in accordance with NFPA 20. Fire pumps shall be electric motor driven. Water storage (if required) shall be designed and installed in accordance with AWWA D100.

19.7.3 The fire sprinkler supply line shall include a post indicator valve with a tamper switch wired to the building fire alarm panel and a double check

valve assembly backflow prevention device equipped with a flow detection meter. The backflow prevention device is located in the building.

19.7.4 Fire hydrants shall be "M & H Brand", dry barrel with breakaway system. Threads shall meet Fort Gillem standards. Hydrants located per National Code and MIL Handbook 1008 - 5.7.3.1, 5.7.3.2, 5.7.3.3.

19.8 Wastewater.

19.8.1 The wastewater collection and conveyance system shall be designed in accordance with the Water Pollution Control Federation Manual of Practice No.FD-4, Design of Wastewater and Stormwater Pumping Stations, and No. FD-5, Gravity Sanitary Sewer Design and Construction. In addition, the designer shall comply with specific state and local regulations that apply.

19.8.2 If a sewage pump station is necessary, the Contractor shall provide (as a minimum requirement) a duplex submersible sewage pump station with a 1,524 mm minimum diameter reinforced concrete wet well, with aluminum cover. All electrical components and controls shall be included.

19.8.3 The wastewater conveyance system shall comply with all the above requirements and shall be compatible with the wastewater to be conveyed. The materials specified shall withstand the effects of the wastewater and not deteriorate as a result of pollutants in the wastewater.
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20. GAS DISTRIBUTION SYSTEM. Natural gas is available adjacent to the project site as indicated on the Gas Distribution Site Drawings. An existing 2~~6~~-inch natural gas line has adequate capacity to serve this project, and the system pressure is 25 psig. Contractor shall confirm system pressure. Connection to the 2~~6~~-inch line is to be made with the line under full pressure—no outage of service to existing facilities. Provide a gas distribution system complete with master meter, connected to the existing system and designed in accordance with local codes, utility company requirements, and installation requirements. Gas distribution system shall comply with the requirements of NFPA 54, National Fuel Gas Code. Unless otherwise indicated by the Contracting Officer, a hot-tap connection to existing gas distribution system shall be made at the location shown on the Gas Distribution Plan drawings provided within the RFP. Where new structures are located above existing gas mains, existing gas mains shall be relocated. The Contractor shall bear the cost of installation and relocation of all utilities. When connecting to existing steel piping system, provision shall be made to ensure that the integrity of the cathodic protection is not compromised. Plastic gas shutoff valves and valve boxes shall not be used. Gas valves shall be provided in a valve box at the tie-in point to the existing gas distribution system~~ and also as shown on the on the Gas Distribution drawings provided in the RFP~~. A gas regulator and meter assembly shall be provided, located at least 15 feet from the air intakes. The building service entrance shall be installed at a height sufficient to allow for installation of the gas meter. Installation of gas piping shall be in accordance with manufacturer's recommendations and applicable sections of ASME B31.8, and the AGA Manual. UFGS Specification Section 02556 GAS DISTRIBUTION SYSTEM, shall be the basis for the gas distribution system specifications. Metallic underground gas piping shall not be used. Aboveground gas piping shall be steel. Gas mains and service lines shall be graded. Mains and service lines shall have 24-inch minimum cover; and both mains and service lines shall be placed on firmly compacted select material for the full length. Where required, and at street crossings, gas piping shall be encased or designed to withstand any anticipated external loads as specified in ASME B31.8. Jack-and-bore method shall be used for routing gas piping under all

existing streets. Saw-cutting of streets is not allowed, unless otherwise approved by the Contracting Officer.

20.1 Drips. Drips shall be installed at the low points, immediately following reduction from high pressure to medium pressure (at supply points) and at occasional low points throughout the system to provide for blowing out the lines.

20.2 Valves. Plug valves shall be installed so that interruptions to service can be confined to the building.

20.3 Service Lines. Lines shall not be placed under any buildings. Lines shall be placed with a minimum of 2 feet of earth cover. Vented protective casings shall be provided to protect lines from superimposed street or heavy traffic loads. Tracer wire shall be installed with polyethylene piping. Tracer wire shall be terminated in valve box and at riser. The Contractor shall relocate any portion of the existing gas main required to construct the new facility to comply with the directives found in this paragraph.

21. ARCHITECTURAL DESIGN REQUIREMENTS.

21.1 GENERAL. The EOD Group HQ and Company Ops Facilities shall meet the functional requirements with a simple layout that allows for future changes in use. The facility aesthetics shall reflect a welcoming, human scale modern business facility that embraces the principles of sustainable design. The facility shall comply with the Fort Gillem Installation Design Guide, Administration Land Use Zone, which includes brick walls, standing seam metal roof and recessed glazing under broad eaves for solar shading. The exterior shall be designed for durability and attractiveness with minimal required maintenance. Detailing for each building shall be similar and complementary while preserving individual identity and in keeping with the scale of each building.

21.2 Applicable Codes And Standards. Applicable codes and standards are listed in paragraph 8.

21.3 Functional Layout. The floor plans included in this solicitation represent acceptable solutions to the functional requirements for these facilities. Coordinate mechanical room sizes to ensure proposed room sizes will accommodate proposed equipment. Use of these floor plans is optional. Functional requirements are described in the Functional Room Requirements document at Appendix A. Arrange spaces in an efficient, functional manner with simple circulation. Provide flexibility that allows future modifications.

21.4 Accessibility. These facilities are handicapped-accessible.
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21.5 Sustainable Design. These facilities have been designated ~~a showcase~~ for sustainable design, with a goal of achieving 25 or more points for each new building using the SPIRIT Project Rating Tool for Sustainable Design. Architectural contributions include building envelope characteristics, solar control and day-lighting, views, indoor air quality, environmentally preferable materials selections, salvage/reuse opportunities, waste reduction, and close collaboration with all team members and User to synthesize successful sustainable design solutions.

21.6 Construction Type, Fire Protection And Life Safety. This facility shall comply with MILHDBK 1008C, including EC1110-1-94 dated 31 July 2001. MIL HDBK 1008c requires compliance with UBC for construction type, occupancy separation and features related to location on property and compliance with NFPA 101 for egress and life safety. It also contains specific requirements contained in

the document itself. UBC Construction Type for these facilities shall be Type II-N, and the facilities shall be fully sprinklered. See Appendix B for additional code analysis information.

21.7 Gross Area. The gross area of the combined facilities shall not exceed 29,700 square feet gross area, measured in accordance with TI 800-1. Information shown below is an overview of gross area calculation requirements. Refer to TI 800-1, Chapter 5, paragraph 1.c for specific instructions.

21.7.1 Enclosed Space. The gross area includes the total area including all enclosed spaces as determined by the outside dimensions of the building.

21.7.2 Half Space. One-half of the area will be included in the gross area for covered raised loading platforms and covered exterior usable areas such as covered porches and covered walkways.

21.7.3 Excluded Space. Open paved areas; roof overhangs and soffits for weather protection; uncovered ramps; uncovered stoops; covered unpaved areas; and utility tunnels and raceways will be excluded from the gross area.

21.8 Exterior Construction. These facilities shall be designed and constructed to provide a watertight durable facilities consistent with industry standards and compliant with model building and energy codes. Appearance, materials and colors shall comply with the IDG. The following paragraphs are an overview of the exterior construction requirements.

21.8.1 Exterior Walls. Primary exterior wall finish shall be common face brick and EIFS on cement board. EIFS shall be a system with provision to direct incidental moisture out of the system. EIFS shall be limited to areas not subject to impact damage and as indicated in the elevations. Accent finish shall be common face brick or cast stone masonry units. Single wythe masonry walls are not permitted. Composite wall construction (grout-filled cavity between wythes) is not permitted. A 2” air space is required between masonry veneer and backup walls. Brick shall not be sealed. Wood trim is not permitted. A sample masonry panel per UFGS is required. Louvers shall be storm-resistant profile and shall have enclosed drainable sill pan and bird screen. Joint sealants used at building exterior shall have a service life for the exposure condition of at least ten years, retaining elasticity and seal.

21.8.2 ROOF. Roof shall be pitched minimum 2.5:12 slope. Roof covering shall be structural standing seam metal roof (SSMR) system. Architectural (nonstructural) standing seam metal roof is not permitted. Standing seam metal roof shall have concealed clip fastening system and be warranted per UFGS 07416, except manufacturer’s 20 year weathertightness warranty is not required. Exposed fasteners are not permitted at roofing system. A deviation from the Fort Gillem Installation Design Guide will be permitted for a reflective/light roof color that meets SPIRIT 1.C7 requirements. Gutters and downspouts are required. Roof detailing shall be in accordance with NRCA Roofing and Waterproofing Manual recommendations and standard details. Joint sealants used at building exterior shall have a service life for the exposure condition of at least ten years, retaining elasticity and seal.

21.8.3 Insulation. Provide a complete thermal envelope. All water and sprinkler pipes must be inside the thermal envelope. Insulation shall not be placed directly on acoustic tile ceiling panels.

21.8.4 Omitted.

21.8.5 Screen Walls. Composite wall construction (grout-filled cavity between wythes) is not permitted.

21.8.6 Exterior Signage. Provide 12" high architectural letters on each of two facilities at Hood Street and 27th Street building faces indicating four digit building number. Provide three freestanding facility entrance signs per IDG section 6.9.1.
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21.8.7 Doors and Windows. All exterior glass must be insulating type and treated for fragment retention. For insulated glass units the inner pane should be a minimum of ¼-inch annealed laminated glass. Single glazed doors should be a minimum of ¼-inch annealed laminated glass. Windows and storefront shall have prefinished commercial grade aluminum frames with Architectural Class I anodic or high-performance organic coating finish and thermal breaks. Windows shall be Performance Class HC. Entry lobby doors shall be medium or wide stile storefront. All other exterior doors and frames shall be painted insulated hollow metal. All exterior hollow metal frames shall be welded type construction. All windows and fixed exterior glass (except in doors) shall have operable window treatments for solar control. Reflective (mirror) glass finish is not permitted. All operable windows shall have insect screens. Note requirements in 25 Jan 02 draft antiterrorism building standards for doors and windows. The draft standards requirements take precedence in the event of conflict with this RFP guidance.

21.9 Interior Construction. The following paragraphs are an overview of the interior construction.

21.9.1 Room Sizes. Room sizes shown on the concept floor plan and in Appendix A are approximate clear space. Adjustments to room sizes may be acceptable if furnishing and functioning of the rooms are unaffected. Minor adjustments to furnishings, furniture spaces, and functioning will be allowed when required as part of cost saving measures implemented as described in section 01010, paragraph 1.3. It is up to the proposer to determine the extent of adjustments necessary.

21.9.2 Sound Control. Spaces requiring sound control shall have STC-50 ratings. This includes all door and ceiling treatments as needed to achieve this performance for the entire space.

21.9.3 Secure Construction. Two types of secure construction are required.

21.9.3.1 Omitted.
21.9.3.2 Omitted.

21.9.3.3 "Secret" Classification: EOC (52nd - 1st FL), SIPR (184th), Classified. These spaces shall be enclosed on all sides so that physical intrusion into the space cannot be accomplished without obvious physical evidence remaining. Partitions shall have continuous drywall finish or be constructed of masonry. Ceilings in these spaces must be drywall. Acoustic tile ceilings are not permitted. These requirements also apply to partitions surrounding concealed spaces such as raised floors. All penetrations shall have approved baffles installed to prevent inadvertent disclosure of conversations. Door must resist forceful entry. Acceptable doors, in order of preference, are GSA-approved vault door, standard 1-3/4 inch internally reinforced hollow metal industrial door, and metal-clad or solid hardwood doors at least 1-3/4 inch thick. The doorframe must be securely attached to the facility and fitted with a heavy-duty/high security strike plate and hinges installed with screws long enough to resist removal by prying. The door must be installed to resist removal of hinge pins by locating the hinge pins inside the room or by set screwing/welding the pins in place. Door must

be equipped with a GSA-approved electro-mechanical lock meeting Federal Specification FF-L-2740. An electronically actuated lock (for example, cipher lock or keyless pushbutton lock) may be added to facilitate the admittance of authorized personnel when the room is attended.

21.9.3.4 "Arms Vault". Shall comply with AR 190-11 for Category II arms. Ans shall comply with IBC for the storage of explosive materials.
This space shall be constructed as follows:
Walls will be reinforced concrete with minimum thickness of eight inches. Floors and ceilings shall be 8 inches thick. The concrete mixture shall have a comprehensive strength rating of at least 3,000 psi. Reinforcing will be accomplished with steel reinforcing rods, a minimum of 1/2 inch in diameter, positioned centralized in the concrete pour and spaced horizontally and vertically six inches on center; rods will be tied or welded at the intersections. The reinforcing is to be anchored into the ceiling and floor to a minimum depth of one-half the thickness of the adjoining member. Door shall be a GSA-approved Class 5 vault door with Style K key change combination lock. Penetrations shall be minimized. All penetrations shall have approved baffles installed to prevent inadvertent disclosure of conversations. All penetrations exceeding 96 square inches shall also be protected with minimum 3/8" diameter hardened steel rods maximum 4" on center so that openings do not exceed 32 square inches. Provide anchor rings of 3/8" diameter stainless steel bar bent into U-shape (1" inside radius) with 2" long 90 degree returns at ends of the horizontal legs. Overall length shall be 5"; embed 3" of horizontal legs (open end) in concrete 2" so that U-shaped end will protrude from wall to provide anchorage of GFGI arms racks. Orient the projecting U-shaped vertically so that centerline of the U is 48" above the floor slab. Provide anchor Rings 3'-0" on center along all walls inside the arms vault or as needed to coordinate with the arms rack layout developed during design.

21.9.4 Omitted.

21.9.5 Doors and Frames. Interior doors may be metal or solid core wood. Door frames shall be metal.

21.9.6 Finishes. Finishes shall be durable and convey the appropriate aesthetics such as would be expected for a typical facility/space of this type in the commercial sector. Sustainable design considerations shall be incorporated into finish selections and building aesthetics. See Appendix C Room Finish Requirements Schedule for additional information.

21.9.6.1 Ceramic Tile. Maximum water absorption shall be 0.50 percent. Floor tile minimum coefficient of friction wet or dry shall be 0.60. Floor tile shall be Class IV Heavy Traffic durability classification. Expansion joints shall be per TCA Handbook.

21.9.6.2 Acoustic Tile Ceiling. Acoustic units shall be no larger than 24" by 24".

21.9.6.3 Carpet. Carpet shall be tufted; multilevel or level loop; commercial 100% branded nylon continuous filament type 6 or 6/6 100% recyclable pile fiber; solution or yarn dyed; minimum 0.114 inch pile height; minimum two yarn ply; minimum 1/10 inch gauge; minimum 26 oz. per square yard pile yarn weight, not including weight of backing. Carpet shall be multicolored with at least three colors, random and/or tweed pattern. Avoid extremely bright colors, extremely light colors and high contrast patterns.

21.9.7 Casework and Trim. Cabinets and countertops shall comply with AWI Quality Standards, Section 400, Custom Grade. Wood standing and running trim shall comply with AWI Section 300 Custom Grade.

21.10 Door Hardware. Exit devices shall be rim type or surface vertical rod with touch bar. Use removable mullions where possible at pairs of doors. Cylinders and cores shall have seven pin tumblers. Cylinders shall be fully compatible with products of the Best Lock Corporation and shall have interchangeable cores.

21.11 Fire Extinguishers and Cabinets. Fire extinguishers shall be furnished and installed by the Contractor. Designer shall determine required type and size of fire extinguishers and indicate this on Life Safety Plan. Provide recessed or semi-recessed fire extinguisher cabinets at occupied spaces and fire extinguisher brackets at unoccupied spaces to meet location, size and type requirements per NFPA (and ADAAG as applicable). All fire extinguisher cabinets shall have full-glass hinged door.

22. INTERIOR DESIGN.

22.1 Structural Interior Design.

22.1.1 Definition. The Structural Interior Design (SID) shall involve the selection and sampling of all applied building related finishes necessary to complete the buildings interior and exterior architecture. The SID submittal shall be submitted concurrent with the architectural design submittals. The SID requirements and format shall be in accordance with the Savannah District Interior Design Presentation Format.

22.1.1.1 Predefinition Conference. The Contractor shall lead a predefinition conference at Fort Gillem, Ga. This meeting shall be attended by Government personnel responsible for this project to include facility user representatives, Fort Gillem Directorate of Public Works, and Savannah District personnel. The purpose of the predefinition conference is to present and discuss the SID color Scheme for the project. Actual exterior and interior materials, finishes and colors are to be provided for review and comment. The format for this presentation may be on 2’ x 3’ matte board. The Contractor may provide colored exterior elevations/perspectives of both the SID exterior and interior color schemes to assist in the discussion and presentation. At the end of the predefinition conference the Government will decide the final SID finishes that will be accepted for incorporation into the construction. The facility user representatives must provide concurrence with the SID prior to Contractor purchase and installation of finishes. Final interior and exterior finishes will be submitted in 8½” x 11” notebook format.

22.1.2 In general, the SID should reflect a transitional, professional image. Wall colors throughout the facility shall be a neutral color that will enhance accent colors in the existing furniture related items. Accent walls will not be approved for private offices. Accent walls will not be approved except for the lobby. The cove base and door trim shall be a neutral color and shall be consistent throughout the facility. Interior stain colors and finishes shall be consistent throughout the facility. All finishes are to be Class A. This section covers only the general color and minimum characteristics of the exterior and interior materials and products that are exposed to view in the finished construction. The word "color" as used herein includes surface color and pattern. Requirements for quality and method of installation are covered in appropriate sections of the specifications herein and which the General Contractor will submit after award. Specific locations where the various materials are required will be indicated during the Predefinition Conference, 50% and 90% design after award submittals. The Contractor shall propose all colors not listed in Section 09000, BUILDING COLOR AND FINISH SCHEDULE.

22.1.3 Signage Requirements. Interior signage is an important item that is to be fully integrated with the architecture and building related finishes. All signage shall be in accordance with the Department of the Army technical manual, Signage, TM 5-807-10 and/or Ft. Gillem sign standards. All signs are to be from one manufacturer and shall match in color and style. All room sign copy is to be Helvetica medium with a ratio of height and width to meet Americans with Disabilities Act (ADA) requirements. Signs are to be provided for all interior doors. Installation shall be wall mounted, on the latch side of the door with the center of the sign installed 1500mm above the finish floor and 150 from the outside edge of the metal doorframe. Where conditions do not allow signs to be mounted directly adjacent to the door, install signs on the wall at the nearest point to the latch side. Signage for General Office areas shall be a modular plaque format with a minimum of three insert slides. All signs are to have a changeable room number sign. All signs are to be a minimum overall dimension of 200mm wide and 150mm high. Copy for the first slide is to have a changeable integral, tactile, raised room number with corresponding, Grade 2 Braille indicating the room number. The second two slides are to be window insert slides to accommodate personnel changes or room name changes. Mechanical rooms and other building system room and service support rooms including restrooms are to have permanent room signs with copy that has raised room numbers and permanent room names. Copy is to be raised, tactile, letters and Grade 2 Braille indicating the room number and room name. All signs are to be permanently and mechanically attached to the building. Double-sided tape will not be accepted. Signage message shall be coordinated with the Government/user before ordering or installation. Provide Emergency Egress sign plaques that indicate “YOU ARE HERE” and the path of egress. These signs are to be fully coordinated with the Fort Gillem Fire Marshall at the 100% review Submittal design phase and before fabrication and installation. The Fire Marshall is to review the correct placement and quantity of these signs within the building and also review the proposed path of egress that will be graphically illustrated on the sign. Suggested placements for these signs are to be determined before installation.

22.1.4 Reference To Manufacturer’s Color and Product. Where color and product is shown as being specific to one manufacturer, an equivalent color by another manufacturer may be submitted for approval. Manufacturers and materials specified are not intended to limit the selection of equal colors, patterns and textures from other manufacturers. However the intent of the design is to remain consistent with this section of the contract.

22.1.4.1 Color Schedule. The color schedule in 09000, BUILDING COLOR AND FINISH SCHEDULE lists the colors, patterns and textures and products required for exterior and interior finishes, including both factory applied and field applied colors.

23. COMPREHENSIVE INTERIOR DESIGN.

23.1 The preparation of the Comprehensive Interior Design is part of Base Bid Item Number 1. Additionally, Base Bid Item Number 2 will include Contractor presence during furniture installation by the furniture vendor to resolve any facility problems or conditions that prevent or inhibit the furniture or furnishings installation. The procurement and installation of the items specified in the Comprehensive Interior Design will be accomplished separate from this contract. The CID Submittals shall be in accordance with the Savannah District Interior Design Presentation Format. The furniture shall be coordinated with the prepared and approved Furniture Placement drawings developed in the SID package.

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23.2 Definition. The CID shall involve all the furniture-related components necessary to complete the interior environment. The necessary components

shall include all loose furniture/furnishings/artwork. The CID presentation shall include new furniture/furnishings for all functional spaces, even though the users may elect, at some future point, to re-use some existing furniture.

23.3 CID Philosophy. The CID for this facility shall be coordinated in color, texture, pattern, size, form and function with building footprint and the SID. Furnishings submitted for approval shall reflect the image and style presented in the architecture to further support the corporate image, and with the function and mission of the facility occupants considered. All furniture/furnishings shall be selected under the guidance of the National Defense Authorization Act - FY 2002, S1438, Title VIII, Subtitle B, Sec 811, Para 2410 which states UNICOR is no longer a mandatory source for furniture and a waiver is not required from UNICOR on items before selecting from GSA Schedules. However, UNICOR shall be considered as a vendor to determine if UNICOR offers the "Best available" product in terms of quality, price, and timeliness. If a UNICOR product is not the "best value," then GSA schedules shall be used for selection of furniture/furnishings. Three GSA vendors shall be considered but only one selected for the prepared Order Form. A Best Value Determination Guideline Sheet shall be filled out for each vendor whose furniture has been specified and the sheet provided in the CID binder. (This is an addition to the requirements under 23.4 Format). The "Best Value" guide sheet will be provided during the preconstruction conference. All furniture/furnishings shall be selected form GSA Schedules or UNICOR. The GSA web site is: www.gsa.gov. The UNICOR web site is: www.unicor.gov. The UNICOR regional sales representative for the Savannah District is Joe McCormick @ 803-802-0189.

23.4 Format. The CID format shall be in accordance with the Savannah District Interior Design Presentation Format.

23.5 CID Coordination and Installation. The Contractor shall develop and fully coordinate the CID package with the SID package. The CID submittals shall run concurrent with the SID submittals. The Contractor shall provide a CID cost estimate of furniture and furnishings and it shall include the cost of installation by the vendors. It is the contractor's responsibility to ensure that the building design is fully coordinated to provide all features required by the furniture installers to effect a complete furniture installation to include coordination of all utility and communications connections.
*3
23.6 Requirement Analysis. The Contractor shall interview ~~the~~ Government personnel to aid in~~and~~ determining~~ed~~ the exact CID requirements. CID items and quantities shall be determined by but are not limited to: (1) the number of personnel to occupy the building, (2) job functions and related furniture/office equipment to support the job function (3) room functions (4) rank and grade.

23.7 CID Furnishing List. Typical CID items to specify for this building are:

Executive Wood Furniture
Support desks
Artwork
Bookcases
Bulletin Board, Porcelain Marker Boards
Chairs-all kinds, including stools
Desks-freestanding Technical support and Executive Level Quality
Desk-based systems furniture workstations-
Files-all kinds
Lamps-all kinds

Podium/lecture stands
Storage-all kinds
Silk Plants
Tables-all kinds
Waste cans-various sizes
All specific/special items as required by the government/user

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~~23.8 The Contractor will ensure that the furniture from any sources to be used coordinates with any existing furniture to be re-used by the building occupants.~~

24. OMITTED.

25. STRUCTURAL DESIGN REQUIREMENTS.

25.1 General Design Requirements. The Structural Engineer shall be responsible for design of the complete structural building system. A complete structural system for the building shall include foundations, walls, roof framing, roof diaphragms, lateral load stability, framing and connection of any architectural features, and support of mechanical and electrical equipment. The structural design shall be in accordance with the criteria, requirements, and guidance provided in the U.S. Army Corps of Engineers, Savannah District Design Manual unless modified by the following requirements.

25.2 Design Loads.

25.2.1 Design loads and load combinations shall be in accordance with the requirements of ASCE 7, "Minimum Design Loads for Buildings and Other Structures", unless otherwise specified herein.

Dead Loads	Actual
Floor Live Loads	
Offices	2.4 KN/m^2 (50 psf)
Corridors	
Second Floor	3.83 KN/m^2 (80 psf)
Ground Floor	4.79 KN/m^2 (100 psf)
Mechanical	6.0 KN/m^2 (125 psf)
	Or equipment weight, whichever is greater
Storage	6.0 KN/m^2 (125 psf)
Partition Loadings	.96 KN/m^2 (20 psf)
Roof Areas (No Reduction)	.96 KN/m^2 (20 psf)

25.2.2 Wind loads shall be based on a 40 m/s (90 mph) basic wind speed, building classification category IV, exposure category C, and an importance factor of 1.15. Wind loads shall be computed and applied in accordance with ASCE 7-1998.

25.2.3 Seismic loads shall be in accordance with the guidance given in TI 809-04, "Seismic Design For Buildings", using the following:

Spectral Response
Ss = 0.24
S1 = 0.11
Seismic Use Group III
Performance Objective 3B

25.3 Foundations.

25.3.1 Design of foundations shall be based on the site-specific geotechnical report prepared by the Contractor's consulting geotechnical engineer and the requirements specified in this section.

25.4 Concrete.

25.4.1 Codes and References.

American Concrete Institute
Portland Cement Association

25.4.2 Additional Requirements.

25.4.2.1 Minimum concrete strength shall have at least a compressive strength of 20.6 Mpa (3000 psi) at 28 days. All footings shall be constructed of reinforced cast-in-place concrete.

25.4.2.2 Reinforcing Materials. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

25.4.2.3 Concrete Materials.

a. Cement: ASTM C 150, Type I-II Portland cement.
b. Fine Aggregate: ASTM C 33.
c. Coarse Aggregate: ASTM C 33.
d. Lightweight Aggregate for Composite Slab - ASTM C330.
e. Air-Entraining Admixture: ASTM C 260.
f. Flowing Concrete Admixture: ASTM C 1017, Type 1 or 2.
g. Calcium Chloride will not be permitted.
h. Fly Ash: ASTM C 618, Class "F".

25.4.2.4 Ready-Mix Concrete. ASTM C94.

25.4.2.5 Reinforcement of concrete walls, continuous footings, and tie and bond beams shall be continuous, and typical details of reinforcing at corners and intersections of these members shall be shown on the drawings.

25.4.2.6 Slabs.

25.4.2.6.1 Slabs supported on ground shall be a minimum thickness of 100 mm (4 inches) and reinforced with either welded wire fabric or fiber reinforcing.

25.4.2.6.2 Slabs supported on ground will conform to the minimum requirements for slab-on-grade: Horizontal runs of conduits and pipes shall not be embedded in slabs supported by ground. Vertical penetrations will conform to ACI 318-95. Aluminum conduit and pipes will not be embedded in any concrete.

25.4.2.6.3 Building slabs on grade shall be protected from moisture intrusion with 100 mm (4 inch) capillary water barrier covered with a vapor barrier of 0.15 mm (6 mil) thick polyethylene sheeting that is protected with 50 mm (2 inches) of sand.

25.5 Steel.

25.5.1 Codes and References.

American Iron and Steel Institute
American Institute of Steel Construction
Steel Joist Institute
AWS D1.1 Structural Welding Code
Steel Deck Institute

25.5.2 Material Properties

W-Shapes	ASTM A992, F_y = 344.7 Mpa (50 ksi)
Shapes and Plates	ASTM A36, F_y = 248.2 Mpa (36 ksi)
HSS Square and Rectangular Shapes:	ASTM A500 Grade B, F_y = 317.2 Mpa (46 ksi)
Welding Electrodes:	AWS A5.1 or A5.5 Series E60 or E70
High Strength Bolts:	ASTM A325
Anchor Bolts:	ASTM A307

Welded Studs:	ASTM A108
Deformed Bar Anchors:	ASTM A496
Paint and Protection:	SSPC Paint 25

25.5.3 Additional Requirements.

25.5.3.1 Shop connections for structural steel shall be welded, and generally field connections shall be made with high strength bolts (ASTM A325) in bearing type connections. All connections other than standard AISC shear connections shall be designed by the engineer of record and detailed on the final plans.

25.5.3.2 Joists shall be anchored to steel supports by bolting or field welding. Provide steel insert plates in concrete work. Where top chords are extended, provide required section modulus of extensions on the drawings.

25.5.3.3 If braced frames are used as all or part of the main lateral force resisting system, the stability of the structural system shall not depend on any single member or connection. Redundancy shall be provided either by using multiple bays of tension only X-bracing members or by using bracing members that are capable of both tension and compression if bracing is placed in a single bay.

25.6 Metal Deck.

25.6.1 Codes and References.

Steel Deck Institute

25.6.2 Additional Requirements.

25.6.2.1 Form deck shall be galvanized. Metal form material shall have a minimum thickness of 0.55 mm (26 GA).

25.6.2.2 Steel roof deck material shall be galvanized and have a minimum thickness of 0.75 mm (22 Ga) unless superceded by other criteria. A structural steel roof deck shall be provided under all nonstructural metal roofs in accordance with TI 809-29, Structural Considerations for Metal Roofing.

25.6.2.3 Galvanized steel roof deck in areas without ceilings which are exposed to view and are scheduled to be finish painted should be specified to receive a factory primer coat on the underneath side of the deck.

25.6.2.4 Composite steel floor deck shall be galvanized and have a minimum thickness of .91 mm (20 ga.).

25.6.2.5 Attach deck to supporting structure as required by analysis. Fasteners must comply with SDI diaphragm manual load tables and SDI Specifications.

25.7 Masonry.

25.7.1 Codes and References.

American Concrete Institute
Brick Institute of America
National Concrete Masonry Association

25.7.2 Additional Requirements.

25.7.2.1 Mortar used on this project shall be type "S" mortar.

25.7.2.2 Brick veneer ties shall be corrugated galvanized steel spaced 400 mm (16 inches) on centers both vertically and horizontally.

25.7.2.3 Installation of brickwork shall comply with the latest edition of the Brick Institute of America Technical Notes No. 28; Brick Veneer, New Construction.

25.7.2.4 Concrete masonry units shall have a minimum compressive strength of 13.8 Mpa (2000 psi) at 28 days.

25.7.2.5 Structural masonry walls (load bearing walls, shear walls, or exterior walls) shall be designed as reinforced masonry, in accordance with ACI 530.

25.7.2.6 Horizontal reinforcement shall be provided continuously at floor and roof levels and at the tops of walls. Horizontal reinforcement shall also be provided above and below all wall openings as shown in FEMA 302.

25.7.2.7 Nonstructural masonry walls shall be reinforced in accordance with TI 809-04 and FEMA 302.

25.7.2.8 Masonry walls shall have vertical control joints as follows:

a. Exterior and Interior Walls: 7400 mm (24 feet) maximum,
b. At changes in wall height or thickness,
c. Near wall intersections,
d. At points of stress concentration,
e. At control joints in foundation walls and in floors that support masonry walls.

25.7.2.9 Brick walls shall be provided with 10 mm (3/8 inch) expansion joints at 6.7 m (22 feet) maximum. Brick expansion joints shall be provided near the corner of exterior walls within a distance of 3 m (10 feet).

25.7.2.10 Brick walls shall be of cavity-type construction. Damp proofing shall be used on the exterior face of CMU backup walls. Brick veneer/steel stud walls shall be designed and constructed in accordance with TI 809-07 "Design of Cold-Formed Load bearing Steel Systems and Masonry Veneer/Steel".

25.7.2.11 Prefinished metal cap flashing shall be provided on top of all masonry parapet end walls and masonry screen walls.

25.8 Wood.

25.8.1 Codes and References.

National Design Specification
National Forest Products Association
American Institute of Timber Construction
American Plywood Association

25.8.2 Additional Requirements.

25.8.2.1 Termite Control. Termite control measures will be used in areas prone to termite infestation. Soil will be treated with commonly accepted termite control products prior to construction.

25.8.2.2 Oriented Strand Board. The use of oriented strand board (OSB) for non-vertical applications is not permitted. For floor and roof sheathing, only APA structural rated plywood shall be used. Specifically, for floors use APA rated STURD-I-FLOOR, Exposure 1, Tongue and Grove, glued and nailed.

25.9 Roof.

25.9.1 Roof Requirements.

25.9.1.1 Roofing shall be structural standing-seam metal.

25.9.1.2 Standing seam roof clips shall be attached to roof framing members and not just to plywood roof sheathing or metal decking, unless it is 1.5mm (16 GA) minimum thickness.

25.10 Cold Formed Steel Framing.

25.10.1 Codes and References.

American Iron and Steel Institute
TI 809-07 Design of Cold-Formed Load Bearing Steel Systems

25.10.2 Additional Requirements.

25.10.2.1 Trusses fabricated from cold-formed steel members shall be designed and the drawings stamped by an engineer registered in the State of Georgia.

25.10.2.2 Cold-formed steel members, their components, and connection material shall have G60 galvanized coating.

25.10.2.3 Cold-formed metal framing systems used for fascias, soffits, exterior brick back-up (if used), and architectural framing that is subject to the design loads specified in this section shall be designed by the engineer.

25.10.2.4 Top chords of cold-formed roof members shall be 1.5mm (16 GA), minimum, where standing seam roof clips are connected with screws.

26. PLUMBING REQUIREMENTS.

26.1 General. Plumbing system shall be designed and installed in accordance with the International Plumbing Code, latest edition. All toilet areas and plumbing fixtures shall be handicapped accessible. All piping shall be labeled, color coded, titled, and indicate direction of flow. Shutoff/isolation valves, water hammer arrestors, shower control valves, trap primer valves, and all other control components and equipment requiring adjustment and/or maintenance shall be readily accessible through the use of lay-in ceilings and/or appropriately sized access doors. Domestic hot water shall be generated using the most cost effective system based on energy analysis of natural gas and electric. The heater shall be sized to meet the domestic hot water heating requirements for the building. Domestic hot water shall be stored at 140°F. minimum and delivered to plumbing fixtures at 110°F. Mixing valve shall be provided to allow delivery of water at required temperature. A hot water recirculation piping system shall be provided for the building. Recirculation system piping shall extend and terminate within 5 feet of plumbing fixtures. Showers control valves shall be single lever, anti-scald, thermostatic mixing type, with high limit setpoint of 120 degrees. Shower head and flow pattern shall be the adjustable type, and shall be mounted a minimum of seven (7) feet above finished floor. A double check type backflow preventer assembly shall be provided for the cold water service main, and located within the mechanical room. A pressure-reducing valve assembly

(with valved bypass) shall be provided in the cold water main where system pressures exceed 60 psig. Domestic water connections to mechanical equipment shall have reduced pressure type backflow protection. Routing of water piping below floor slabs shall be minimized, and limited to the building entrance penetration. Freeze-proof exterior wall hydrants with vacuum breaker shall be provided around the perimeter of the facility. Perimeter separation distances between wall hydrants shall not exceed 200 feet, and a minimum of four (4) wall hydrants shall be provided. Water hammer arrestors shall be provided for all plumbing fixtures with flush valves for shock suppression. The placement of water hammer arrestors shall be as referenced in International Plumbing Code. Domestic hot and cold water systems shall be insulated. Plastic piping shall not be used below floor slab on grade. Sanitary waste systems shall extend from 5 feet outside the building to all fixtures and equipment requiring service. The exit location of the building sanitary sewer main shall be coordinated with existing site conditions shown on utility drawings. The system shall be provided with traps, vents, cleanouts, and all other components as required by code. Appropriate means shall be provided within the plumbing system design to insure that all fixture trap water seals susceptible to loss of water seal by evaporation are replenished. Plastic drain, waste, and vent piping material shall not be used in buildings exceeding two-stories. System shall be tested in accordance with code requirements. Floor drains shall be provided in all toilets locations and mechanical equipment rooms. Trap primers shall be provided for all floor drain traps to prevent loss of water seal by evaporation.

26.2 PLUMBING MATERIALS, EQUIPMENT AND FIXTURE REQUIREMENTS.

26.2.1 Material for Domestic Water Lines. Water piping under concrete slab floors shall be copper tubing, type K, annealed and shall be completely wrapped in polyethylene. Materials for various services shall be in accordance with Table II - Pipe and Fitting Materials for Pressure Piping Systems of **UFGS** 15400A, Plumbing General Purpose. Pipe schedules shall be selected based on service requirement. Material or equipment containing lead shall not be used in any potable water system. See Table II of **UFGS** 15400A, Plumbing General Purpose, for a complete list of domestic water piping materials.

26.2.1.1 Routing and Design. All piping shall be concealed, properly supported with allowances for expansion and contraction. Interior water distribution piping shall not be buried under concrete floors. All piping systems shall be drainable. Interior hot and cold water piping systems shall be insulated. Water piping systems (including sprinkler piping) shall not be routed or located where subjected to freezing, and shall be located within the insulated building envelope. Heat tracing (to prevent freezing) of interior piping systems will not be allowed. Individual shutoff or stop valves shall be provided on water supply lines to all plumbing fixtures. Individual stops shall also be furnished at all equipment connections such as vending machines, icemakers, etc. Shower control valves shall be provided with integral stops (shut-offs). Isolation shutoff valves shall be provided for each toilet room group to allow isolation shutoff for maintenance purposes while continuing service to the remainder of the building. Consolidate fixture vents through one common vent whenever possible. All vent penetrations through the roof shall be made through a roof jack designed for use with the roofing system furnished and color-matched to the roof. Above ground piping shall run parallel with the lines of the building and in accordance with **UFGS** 15400A, Plumbing General Purpose, unless otherwise indicated. Floor drains shall be provided in all mechanical rooms and for equipment requiring drainage. All floor drain traps shall be automatically primed by single trap primers or where appropriate distribution unit type trap primers.

26.2.2 Material for Waste Lines. Materials for various services shall be in accordance with Table I - Pipe and Fitting Materials for Drainage, Waste, and Vent Piping System of **UFGS** 15400A, Plumbing General Purpose. Pipe schedules shall be selected based on service requirement. Pipe fitting shall be compatible with applicable pipe. Plastic piping systems shall not be install in air plenums. Soil, waste, drain and vent piping installed in spaces used as HVAC air plenums shall be cast iron. Each fixture and piece of equipment requiring connections to the drainage system shall be equipped with a trap, and all fixtures shall be vented. Surface or wall cleanouts shall be provided for each drainage main. Cleanouts shall be provided at each change in direction of sanitary sewer lines, at the intervals specified in the Plumbing Code, and at the building service entrance. All cleanouts shall be permanently accessible. Ground cleanouts shall be installed in a 12 inch by 12 inch , 4 inch thick concrete pad, flush with grade. Pipes passing through elevated slab shall pass through a pipe sleeve and be installed in accordance with UFGS 15400, Plumbing General Purpose.

26.2.3 Gas Connections. If natural gas is utilized for the project, the system shall be provided with meter, regulators and a complete piping system. Gas meter to be provided with remote readout capability. The use of semi-rigid tubing and flexible connectors for gas equipment and appliances is prohibited. Provide accessible gas shutoff valve and coupling for each gas equipment item.

26.2.4 Plumbing Fixtures. Fixtures shall be provided complete with fittings, and trim. All shutoff valves shall be metal construction. Plastic valves are not acceptable. All fixtures, fittings, and trim in a project shall be from the same manufacturer and shall have the same finish.

26.2.4.1 Plumbing shall meet the following criteria:

a. In general, all faucets shall have solid brass bodies, ceramic valving, and chrome plated or trim. Water flow shall be no more than 2.5 gpm from any faucet.

b. Fixtures shall be water conservation type, in accordance with the International Plumbing Code.

c. All vitreous china plumbing fixtures shall conform to ANSI A112.19.2M, Vitreous China Plumbing Fixtures. Stainless steel fixtures shall be in accordance with ANSI A112.19.3M, Stainless Steel Plumbing Fixtures (residential design).

d. Floor drains shall be provided in mechanical rooms and for equipment requiring drainage. Floor drains shall be cast iron body and grate. All floor drain traps shall be automatically primed by single trap primers or where appropriate distribution unit type trap primers.

e. Fixture descriptions shall be a described by the American Society of Mechanical Engineers, ASME A112.19.

26.2.4.2 Water Closets. Siphon-jet, elongated bowl, top supply spud, ASME A112.19.2M, floor mounted. Gasket shall be wax type. Seat - ANSI Z124.5, Type A, white plastic, elongated, open front. Flushometer Valve - ASSE ANSI/ASSE 1037, large diaphragm type with non-hold-open feature, backcheck angle control stop, and vacuum breaker. Minimum upper chamber inside diameter of not less than 2½ inch at the point where the diaphragm is sealed between the upper and lower chambers. The maximum water use shall be 1.6 gallon per flush. Water closet trim shall conform to ANSI A112.19.5, Trim for Water-Closet Bowls, Tanks, and Urinals (Dimensional Standards). Any water

closets designed as handicapped water closets shall meet the top rim of the bowl height requirements of CABO A117.1.

26.2.4.3 Urinals. Wall hanging, with integral trap and extended shields, ASME A112.19.2M, siphon jet. Top supply connection, back outlet. Flushometer Valve - ASSE ANSI/ASSE 1037, large diaphragm type with non-hold-open feature, backcheck angle control stop, and vacuum breaker. Minimum upper chamber inside diameter of not less than 2½ inch at the point where the diaphragm is sealed between the upper and lower chambers. The maximum water use shall be 4L per flush. Urinal trim shall conform to ANSI A112.19.5, Trim for Water-Closet Bowls, Tanks, and Urinals (Dimensional Standards).

26.2.4.4 Lavatories. Manufacturer's standard sink depth, vitreous china ASME A112.19.2M, wall hung and under counter mount as shown on the Conceptual Floor Plans.

a. Faucet - Faucets shall be single lever, centerset, washerless type. Faucets shall have all brass and copper waterways and ceramic valving. The flow shall be limited to 2.5 gpm per second at a flowing pressure of 80 psi.

b. Drain - Strainer shall be copper alloy or stainless steel.

c. Handicap lavatories shall conform to ADA and Uniform Federal Accessibility Standards (Fed. Std. 795) for fixture height and safety insulation. Handicap lavatory faucets shall be ADA compliant.

26.2.4.5 Standard Shower. Shower to be built-in type; not pre-fabricated type.

a. Shower valve shall be single lever, pressure-balancing, thermostat mixing type, designed to maintain constant water temperature by automatically compensating for water pressure changes. Faucet shall be of solid brass construction with washerless ceramic valving. Adjustable pattern showerheads shall be provided and shall be chrome plated or polished nickel finish to match levers and escutcheons. Provide a flow control device with the shower head to limit the flow to a maximum of 2.5 gpm at a flowing pressure of 80 psi.

b. Drain - stainless steel.

26.2.4.6 Break Room Sinks. Sinks shall be of size and configuration shown on the conceptual floor plan and shall be constructed of stainless steel. Faucets shall be same as the bath faucets in material, but designed for kitchen sink application.

26.2.4.7 Water cooler drinking fountains. Water cooler drinking fountains shall be located in close proximity to each restroom and break room. Corridors which are distant from these rooms shall contain at least one water cooler drinking fountain as well. Water cooler drinking fountains shall: be self contained, conform to ARI 1010, use one of the fluorocarbon gases conforming to ARI 700 and ASHRAE 34 which has an Ozone Depletion Potential of less than or equal to 0.05, have a capacity to deliver 7.6 gph of water at 50° F with an inlet water temperature of 80° F while residing in a room environment of 90° F and have self-closing valves. Self-closing valves shall have automatic stream regulators, have a flow control capability, have a push button actuation or have a cross-shaped index metal turn handle without a hood. Exposed surfaces of stainless steel shall have No. 4 general polish finish. Spouts shall provide a flow of water at least 4 inch high so as to allow the insertion of a cup or glass under the flow of water.

26.2.4.8 Wall Hydrants (Exterior). Wall Hydrants shall be provided at a maximum spacing interval of 200 feet around the exterior wall of the building. Each hydrant shall be box type, freeze proof, with a integral vacuum breaker/backflow preventer. Hydrants shall have 3/4 inch hose connections.

26.2.4.9 Major Appliance Plumbing Connections. The Contractor shall provide appropriate connections for all appliances, vending machines, and any other items requiring water and/or drain connections.

26.2.4.10 Domestic hot water heater shall have heating capacity and storage adequate for the building occupancy. A pressure/temperature relief valve, vacuum breaker on the water supply line, drain and a 6-inch concrete pad shall be provided for the water heater system. Domestic hot water heater shall be equipped with a recirculation pump and recirculation piping and balancing valves.

26.2.4.11 Testing. Entire plumbing system shall be tested in accordance with project specifications, and International Plumbing Code.

26.3 Piping Materials.

26.3.1 **UFGS** 15400A Table I and II shall be the basis for Plumbing Systems and Materials.

27. FIRE PROTECTION.

27.1 Qualifications of Fire Protection Engineer. The design of the fire protection features shall be by a qualified fire protection engineer meeting one of the following conditions: a.) An engineer with a Bachelor of Science or Masters of Science Degree in fire protection engineering from an accredited university engineering program, plus a minimum of 5 years work experience in fire protection engineering; b.) A registered professional engineer who has passed the National Council of Examiners for Engineering and Surveys (NCEE) fire protection engineering written examination; c.) A registered P.E. in a related engineering discipline with a minimum of 5 years experience dedicated to fire protection engineering. The name and credentials (education, registration, experience) of the fire protection engineer shall be submitted with the initial contract documents and approved by the District fire protection engineer prior to proceeding with fire protection design.

27.2 Fire Suppression System. Automatic wet pipe sprinkler protection shall be provided for all buildings. The requirements indicated below shall be incorporated into the design.

27.3 Sprinkler System. The facilities shall be fully protected with an automatic wet pipe sprinkler systems. All floors and all areas of the facilities shall be protected. The sprinkler system designs shall be in accordance with MIL-HDBK-1008C, NFPA 13, and UFGS Specification Section 13930, Wet Pipe Sprinkler System. The sprinkler hazard classifications shall be in accordance with MIL-HDBK-1008C, NFPA 13. Design densities, design areas and exterior hose streams shall be in accordance with MIL-HDBK-1008C. The sprinkler systems shall be designed and all piping sized with computer generated hydraulic calculations. The exterior hose stream demand shall be included in the hydraulic calculations. A complete sprinkler system design, including sprinklers, branch lines, floor mains and risers, shall be shown on the drawings.

The sprinkler service main shall be provided with an exterior post indicator valve with tamper switch reporting to the fire alarm control panel (FACP).

The sprinkler entry riser shall include a double check backflow preventer, a fire department connection, and a wall hydrant for testing of backflow preventer. The sprinkler system shall include an indicating control valve, an alarm check valve, a water motor alarm and a flow switch reporting to the FACP. All control valves shall be OS&Y type and shall be provided with tamper switches connected to the FACP.

The Contractor shall edit UFGS Specification Section 13930, Wet Pipe Sprinkler System, for this project. This shall be submitted for review with the preliminary and final design submittals. These specifications shall be followed for the design and installation of the sprinkler systems.

The Contractor shall submit material data, hydraulic calculations, and shop drawings as required by Specification Section 13930 to the Contracting Officer for review and approval.

Elevator installation shall be protected in accordance with NFPA 13 and 72, ASME A17.1, and the requirements of UFGS 14240, Hydraulic Elevators (Notes to the Specification Writer). Contractor shall use and edit section 14240.

27.4 Exterior Hose Stream. Exterior hose stream demand shall be in accordance with MIL-HDBK-1008C. This shall be 946 l pm for light hazard and 1892 lpm for ordinary hazard. Exterior hose stream demand shall be included in the sprinkler system hydraulic calculations.

27.5 Backflow Preventer. A double check backflow preventer shall be provided on the fire water main serving each building. This shall be located within the building. An exterior wall hydrant with OS&Y valve shall be provided to allow testing of backflow preventer at design flow as required by NFPA 13.

27.6 Fire Department Connection. A fire department connection shall be provided for each building with sprinkler protection. These shall be located to be directly accessible to the fire department, either on the back side or on the main street side of the building.

27.7 System Components and Hardware. Materials for the sprinkler system, fire pump system, and hose standpipe system shall be in accordance with Specification Sections 13930 and 13935 and with NFPA 13 and NFPA 230. All hose threads shall meet Fort McPherson/Gillem Standards. Sprinkler system piping shall be black steel and shall be minimum Schedule 40 for sizes 50mm and less and minimum Schedule 10 for sizes greater than 50mm.

27.8 Protection of Piping Against Earthquake Damage. Sprinkler and fire pump piping systems shall be protected against damage from earthquakes. Seismic protection shall include flexible and rigid couplings, sway bracing, seismic separation assemblies where piping crosses building seismic separation joints, and other features as required by NFPA 13 for protection of piping against damage from earthquakes.

27.9 Fire Water Supply.

The proposer shall perform a fire hydrant water flow test at the site and shall determine if the resulting available fire flow is adequate to support the fire protection requirements of this project. During fire flow demands, the exterior water distribution system shall not be drawn down below 1.38 bar. If necessary to meet the fire flow requirements for this project, the proposer shall include in their proposal means to increase the available fire flow, such as increased water main line sizes or a complete fire pump installation.

If a fire pump installation is required, it shall be designed in accordance with NFPA 20 and UFGS 13920, Fire Pumps. Contractor shall use and edit Section 13920. The installation shall include the fire pump and all appurtenances necessary to provide a complete system. This shall include a pump bypass line. The Contractor shall submit fire pump sizing and selection calculations, fire pump installation shop drawings, and catalog data for all piping and components of the fire pump installation to the Contracting Officer for review and approval.

Refer to Civil Design for design requirements.

27.10 Fire Detection and Alarm. Refer to Electrical Design for design requirements.

27.11 Fire Extinguishers. Refer to Architectural Design for design requirements.

27.11 Fire Hydrants. Refer to Civil Design for design requirements.

28. HEATING, VENTILATING, AND AIR CONDITIONING REQUIREMENTS.

28.1 Mechanical Design References, Codes, and Standards.

28.1.1 The design and construction of the mechanical systems shall be in compliance with design criteria listed below, as required herein, and the referenced Unified Facility Guide Specifications (UFGS). Guide specifications are referenced in this RFP for their use in preparation of the design and shall be edited consistent with the criteria furnished. The most current edition of the codes, standards, and references shall be used for project design. Where there is a conflict between the RFP and the codes and standards the most stringent shall apply. When codes and standards are in conflict, the most stringent shall apply.

Design Criteria List:

- Savannah District Design Manual for Military Construction, dated May 2000.
- Savannah District Drafting Standards.
- ASHRAE Manuals, latest edition.
- NFPA 90A, Installation of Air Conditioning and Ventilating Systems.
- NFPA 90B, Installation of Warm Air Heating and Air Heating and Air Conditioning Systems.
- ASHRAE Standard 62-1999, Ventilation for Acceptable Indoor Air Quality.
- Technical Instructions, Design Criteria, T1-800-01, 20 July, 1998.
- TM 5-785 Engineering Weather Data.
- TM 5-805-4 Noise and vibration Control for Mechanical Equipment.
- TI 809-4 Seismic Design for Building.
- TI 810-10, 1 FEB 99, Mechanical Design, Heating, Ventilating, and Air Conditioning

28.2 General. The mechanical systems design for this project shall be in accordance with ASHRAE Handbooks, TI 800-01 Design Criteria Technical Instructions, ASHRAE Standard 62 - Ventilation for Acceptable Indoor Air Quality, Savannah District Design Manual for Military Construction, Volume II of II, applicable NFPA Standards, other applicable references listed within the RFP, and governing industry standards as applicable. The contractor’s proposal will list all pertinent standards and specifications and their applicability to the project. Catalog cuts for major equipment will include manufacturer’s published data stating that such equipment meets the applicable

standard. Catalog cuts for major equipment shall be for the actual equipment proposed to be installed. Deviations and installation of equipment other than proposed are only allowed subject to Contracting Officer approval. Mechanical equipment room(s) shall be ventilated for heat dissipation and shall be designed to minimize interior temperatures from exceeding 10 degrees F above outside design ambient temperature. As a minimum, the mechanical equipment room shall reflect the minimum clearance as specified by the equipment manufacturer in all five directions (all four sides and top). Equipment tube bundle and coil pull spaces shall be shown on mechanical room layouts. Mechanical room shall be adequate to allow the layout of equipment such that the removal or replacement of one major piece of equipment shall not require removal of adjacent equipment. Toilet rooms shall be directly heated, cooled, and exhausted. All exposed exterior water piping systems (i.e. chilled water) shall be provided with protective aluminum jacketing. Freeze protection design measures shall be provided to protect all interior and exterior piping systems, and equipment. Refrigeration equipment provided shall be equipped with low-ambient controls to allow equipment operation down to 20 degrees F.

28.3 HVAC Design Conditions.

28.3.1 Outside Design Conditions.

Location:	Ft. Gillem, GA 33°, 42′ North Latitude 84°, 26′ West Latitude 1,053 Ft. Above Sea Level
Heating Degree-Days (basis 65 °F):	3,095
Cooling Degree-Days (basis 65 °F):	1,589
Heating Design Conditions:	17 degree F DB
Cooling Design Conditions:	92 degree F DB / 76 degree F WB
Air Cooled Condensing Design Conditions:	95 degree F DB

28.3.2 General Inside Design Conditions (unless otherwise indicated).

Heating (Comfort Applications)	70 degree F DB, no humidity control
Heating (Freeze Protection, Mech Rms)	45 degree F DB
Cooling (Comfort Application)	77 degrees F DB/50% Relative Humidity

28.3.3 Room HVAC Functional Requirements. All interior spaces shall be heated, ventilated and air conditioned, except as noted herein. Interior conditions as indicated above, unless otherwise stated.

28.4 Cooling Systems Design.

28.4.1 District generated chilled water is not available at this site.

28.4.2 An air cooled, water cooled chiller is recommended at this point in the design process. The system proposed consists of an air cooled water chiller with two chilled water circulation pumps, one used for stand-by. The water will be distributed to the cooling coils through the constant volume pumps.

28.4.3 A summer design cooling water temperature of 44 degrees F. will be circulated to cooling coils. The system chilled water temperature will be automatically reset upwards, based on the greatest AHU coil demand.

28.4.4 Piping will extend to the AHU's. Sectional shutoff and balancing valves will be provided in the main piping systems. The piping will be installed above ceilings and in partition spaces within the building. The above ground piping is proposed to be black steel with malleable steel fittings. Seamless copper, hard drawn tubing with wrought copper joints is proposed for pipe sizes 2 inches and smaller. Air conditioning condensate piping will be constructed of seamless copper, hard drawn tubing with wrought copper joints and insulation.

28.4.5 Below ground chilled water piping will be a double wall factory fabricated system consisting of Schedule 40 PVC carrier piping, cellular insulation and high density polyethylene (HDPE) exterior jacket. Reinforced concrete thrust blocks will be provided at changes in direction.

28.5 Heating System Design.

28.5.1 District hot water is not available at this site. The heating system will serve the central station AHU's and terminal (re-heat) needs. Gas-fired hot water boilers and pumps to circulate hydronic heating water to heat transfer coils in air handling units and system ductwork are recommended at this point in the design progression.

Hot water will be generated through a cast-iron sectional boiler or copper fin boiler with forced draft burner. The boiler will be equipped with an in-line circulating pump. The water will be distributed to heat transfer elements within the building by a constant volume pump. A winter design heating water temperature of 180 degrees F. will be circulated to heating coils within the variable volume air terminal valves, and other heating devices.

A factory fabricated double wall flue system with barometric damper will be provided for each boiler.

Hot water piping will extend to the AHU's and to terminal heating devices. Sectional shutoff and balancing valves will be provided in the piping mains. The piping will be installed above ceilings and in partition spaces within the building. The piping is proposed to be black steel with malleable steel fittings. Seamless copper, hard drawn tubing with wrought copper joints is proposed for pipe sizes 2 inches and smaller.

An emergency boiler shut-off switch will be installed near the exterior door.

28.6 Air System Design and Zoning.

28.6.1 Air handling systems shall be zoned by functional requirements, operation schedules, environmental control conditions, and load characteristics. Each Communications Room shall be conditioned by a separate split system DX unit.

28.7 Ventilation Systems Design.

28.7.1 Ventilation for building occupants shall be provided in accordance with ASHRAE Standard 62-99. Ventilation air shall be injected into the building at each air handling unit upstream of the coils. Each unit shall maintain a constant minimum outside air flow by electronic airflow measurement station as required. The outside air intake shall be located away from fumes including vehicle exhaust, toilet exhaust, etc. Exhaust systems shall be provided for all toilet rooms, bathrooms, janitor's closets, and other spaces as required.

28.8 Utility Metering: Gas, Potable Water.

28.8.1 Potable water and gas shall be metered. Meters shall all have pulse outputs, data collection/communication capability and shall be compatible with Ft. Gillem existing base wide utility management and control system. All meters shall be monitored by the DDC system. Meters shall determine consumption, and not rate-of-consumption.

28.9 Electrical Rooms And Mechanical Rooms.

28.9.1 Mechanical rooms and electrical rooms shall be heated and ventilated. Ventilation rate of 10 and 20 air changes per hour minimum shall be used. A two-speed, thermostatically-controlled fan shall be provided to accomplish the 10 ac/hr and 20 ac/hr rates. The space shall be maintained at 45°F in winter and maximum of 10°F above outside design ambient in summer. Ventilation shall be positively introduced within the mechanical room.

28.10 Telecommunications Rooms.

28.10.1 Each Telecommunications Room shall be air conditioned by an independent air cooled DX split system. The unit shall provide cooling 24 hours per day, 7 days per week. The unit shall maintain a space temperature of 72 degrees F. plus or minus 2 degrees F. The unit shall be sized to dissipate the heat generated by internal equipment and the building structure loads. Provide a space temperature high temperature alarm to report to the building temperature controls system.

28.11 System Maintainability.

28.11.1 Ensure that filters, controls, control valves, and coils are easily accessible for servicing and cleaning. Isolation valves shall be provided for each terminal unit, zone, branch, long runs, etc. as necessary for proper isolation and maintenance. Coils shall be fully removable without requiring demolition of any building components. Piping configuration at all coils shall include unions to facilitate easy coil removal.

28.12 Commissioning.

28.12.1 The Mechanical system commissioning shall be in accordance with UFGS Specification Section **15995A COMMISSIONING OF HVAC SYSTEMS.** Commissioning requirements shall be clearly detailed on the design drawings and shall be clearly stated in the construction specifications to ensure the HVAC systems are properly installed, balanced and calibrated prior to building occupancy. Commissioning procedures shall be in accordance with ASHRAE Standards.

28.13 Direct Digital Controls.

28.13.1 It is proposed to use electronic direct digital control (DDC) controls for all equipment. Individual microprocessor based digital equipment controllers will be interconnected to a central local area network for building global communications from a central location. However, all controllers will have stand alone capability, with the respective equipment in each system served form a dedicated control panel. Controllers will be specified with battery backup and surge protection.

The base wide utility management and control system shall be extended for this facility.

The DDC system for this facility will consist of a central building controller connected to lower level application specific equipment controllers through a

local area network cable system. A central host computer currently installed in Building 200 at Fort McPherson will be utilized for global system monitoring and remote system setpoint adjustment. The central building controller in this facility will interface to the existing operator's workstation through a phone modem. However, the DDC controllers will have stand alone operational capability, with the respective equipment related to each system served from a dedicated control panel. The central building controller will be equipped to connect to a laptop computer for local setpoint adjustment.

Based on the light torque duty requirements of the control damper and valve operators, it is recommended to provide electric operators. Control valves on all new heat transfer equipment will be three-way.

Individual room temperature control is proposed to be provided through air terminal valves and reheat coils within the supply ductwork system. An application specific controller and room sensor, with local timed override, will be indicated/specified for each air terminal valve. Certain spaces will be indicated to receive unit heaters. Local thermostatic control will be provided for each.

Individual DDC controllers are indicated for each central station AHU. Monitoring and adjustment of all DDC points will be available from the workstation computer.

Mechanical energy using devices will be provided with metering to monitor energy consumption. Totalizing flow measuring meters will be provided on utility services.

28.13.2 Stand alone equipment, such as chillers supplied with packaged controls, shall be installed with all necessary additional communications support equipment for interface with the post-wide DDC system.

28.14 Acoustical Criteria.

28.14.1 Systems shall be designed to meet the following noise criteria:

Area	NC Level
General open offices	40
Lobbies and common areas	40
Conference rooms	30

Acoustical treatments such as duct lining and sound attenuators shall be used to achieve these levels. Any spaces not specifically listed above shall be coordinated with the user. Vibration transmission from equipment shall be minimized with the use of vibration isolation equipment as required.

28.15 Controls System Specifications.

28.15.1 Automatic temperature controls shall be designed in accordance with specification Section 15951 Direct Digital Control for HVAC. All control devices shall be labeled with laminated plastic tags using unique identifiers, which are cross referenced to the control drawings.

28.16 Energy Conservation.

28.16.1 Public Law 100-615 and Federal Regulations 10 CFR 435 Subpart B, require Federal buildings to be designed and constructed to reduce energy consumption in a life-cycle, cost-effective manner using renewable energy sources when economical. Submittals from the successful bidder shall be in

compliance with above and address energy conservation features such as air side economizer cycles, variable frequency drives, etc. System configuration and major equipment selection shall optimize life cycle costs.

28.17 HVAC Calculations.

28.17.1 Design Criteria. Design calculations for determining capacities of all equipment, mechanical systems and components shall be performed by the Contractor, and shall be supported with a complete design analysis. Capacity of all mechanical system components shall be coordinated with the electrical designer. The Design Analysis shall contain all explanatory material giving the design rationale for any decisions that would not be obvious to an engineer reviewing final drawings and specifications. Except as indicated herein, calculations for sizing HVAC systems shall be in accordance with ASHRAE Handbooks, TI 800-01 Design Criteria Technical Instructions, ASHRAE Standard 62 - Ventilation for Acceptable Indoor Air Quality, and Savannah District Design Manual for Military Construction, Volume II of II, NFPA Standards. ASHRAE-based computer generated loads shall be provided and must be submitted with complete input and output data summaries. The design shall reflect heating and cooling capacities based on the design conditions indicated herein. The space (airflow) pressure relationships shall be maintained. The overall building pressurization shall be positive to minimize effects of infiltration.

28.17.2 Internal Loads and Heat Gains.

28.17.2.1 The successful proposer is required and responsible for determining all miscellaneous internal loads (i.e. electronic equipment, equipment layout and locations, etc.) for all areas. Coordination and consultation with the User is required in assessing miscellaneous internal load requirements. Computers, instruments, communication equipment, and A/V equipment are located throughout the facility. Each individual office and each workstation shown on Architectural drawings shall be assumed to include one (1) personal computer for internal load calculations. Break room equipment includes soda vending machine, full size refrigerator, and coffee maker. Documentation and miscellaneous internal load requirements shall be provided within Design Analysis.

28.18 Energy Budget Calculations.

28.18.1 An Energy Analysis to determine a design energy usage (DEU) budget is required in accordance with Savannah District Design Manual for Military Construction, Volume II of II, Technical Cost Estimating and Value Engineering Requirements, Ninth Edition, Dated March 1999 and TI 800-01 Dated 20 Jul 98. The DEU shall be calculated and compared to the required energy use budget value (EUB) per chapter 11, T1 800-01 (weighted areas of facilities) DEU calculations shall be submitted by the successful bidder after contract award.

28.18.2 The DEU shall include air conditioning, heating, ventilating, lighting, and domestic hot water usage for the facility. The DEU budget shall not include process loads. Process energy load is the energy consumed in support of all functions other than comfort and amenities for building occupants (refrigerators, stoves, computers, instruments etc.).

28.18.3 The operational hours for the calculation shall be 10 hours/day, 5 days/week for the facility type. Use 0700-1700 as the 10-hour period for energy budget calculations. The DEU budget shall be based on availability of energy systems during 10 hours. For the remaining 14-hour period lights, people, heating, air conditioning, and ventilating will be scheduled as OFF.

28.18.4 The area used in the DEU budget estimation is the gross floor area which is defined as the sum of all floor areas, measured from the outside of the exterior walls.

28.18.5 Calculation of the DEU shall be preformed by computerized methods. Computerized calculations shall be performed using the Trane TRACE 600 or the Carrier Hourly Analysis programs. Detailed, room by room, calculations shall be performed with the energy simulation calculated for 8,760 hour per year.

28.18.6 Conversation Factors. Energy use or savings shall be calculated using the following factors. These conversion factors are given by 10 CFR Part 436. Equipment efficiencies and system losses must be accounted for in calculations. For energy media not listed here, use current standard Engineering data or other approved reference data.

ENERGY MEDIUM	CONVERSION FACTORS
Natural Gas	38.4 million joules/liter
Electricity	3.6 million joules/kWh

28.18.7 The DEU budget calculations (including all input and output information) are to be submitted by the successful proposer at the concept design stage. All proposers must submit in their proposals a statement that they will provide a facility that does not exceed the energy budget.

The DET values are taken from MIL-HDBK-1190. The DET represents the maximum unit energy per square foot, based on building category, applicable program area, and Design Region.

The energy study for the EOD Group HQ's and Company OPS Facilities is based on the following criteria:

Building Category:	Office A1
Region:	8
DET:	40 Btu/hr/sq.ft.

28.19 U-Values.

28.19.1 Utilize the U-values presented below as a starting point. These values may be modified if a life cycle cost analysis indicates that a more cost effective value should be used. The life cycle cost analysis shall be based on the Department of Energy (DOE) Federal Energy Management Program (FEMP) criteria according to the provision of the latest version of Code of Federal Regulations, 10 CFR 436A. For guidance on the methodology, refer to National Bureau of Standards Handbook 135, Life Cycle Costing Manual for the Federal Energy Management Program.

Nominal U-Values Btu/square foot - °F for Exposed Floors, Ceilings, and Walls

Heating Degree Days	Opaque Walls	Gross Walls	Ceiling/Roof	Floor
3,095 (Ref 65°F)	0.12	0.217	0.066	0.074

The U-Values above are taken from T1 800-1, table 11-4A in weather region 8. Coordinate actual U-values with the architectural design of the facility.

28.20 Mechanical Equipment.

28.20.1 Mechanical equipment shall be designed in accordance **UFGS** guide specifications listed in this section of mechanical design and included in the appendix volumes. The equipment described below is a minimum. All materials and equipment provided shall be standard catalogued products of manufacturers regularly engaged in the production of such materials and equipment shall be of the manufacturers' latest standard design. Equipment shall comply with the requirements of Underwriter's Laboratories, Inc. (UL), Air Conditioning Refrigeration Institute (ARI), American Society for Testing and Materials (ASTM), National Electric Manufacturer's Association (NEMA), American National Standards Institute (ANSI), National Fire Protection Association (NFPA), or other national trade associations as applicable.

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28~~9~~.20.2 All pieces of floor mounted mechanical equipment shall be installed on a 6 inch thick concrete equipment pad. Provide pad 6 inch larger than equipment footprint on all sides. Install do well pins into floor slab prior to pouring equipment pad. All suspended equipment shall be properly supported according to the manufacturer's instructions. Provide trapeze hangers for larger pieces of equipment. Provide adequate clearance around all pieces of equipment for periodic maintenance, inspection and cleaning. Service of one piece shall not require disturbance of adjacent equipment.

28.20.3 Each pieces of motorized equipment shall be provided with vibration isolators. Nominal deflection and natural frequency of isolation equipment shall be selected based upon equipment size and structural attachment details.

28.20.4 All strainers and air separators are to be equipped with blowdown valves and piped to a floor drain.

28.20.5 The mechanical room shall be separate from the electrical utility room and be accessible from an exterior door. The mechanical room shall house any central equipment for facility comfort conditioning.

28.20.6 Roof mounted equipment is not acceptable. All equipment shall be accessible from the first floor level.

28.21 Air Handling Units.

28.21.1 Air handling units shall be factory packaged, section modular type design, constructed of 2" thick pre-insulated double wall panels. A minimum 15 inch access section with door shall be provided upstream. Between, and downstream of each coil. Maximum coil face velocities shall be limited to 500 feet per minute. Mixing boxes shall be factory or field fabricated and configured with dampers to promote mixing of return air and outdoor air streams. Control dampers shall be constructed to provide no more than 10 CFM/ft^2 air leakage at 4" water column. Angled filter section may be included as part of the mixing box. Cooling coil section shall be provided with a galvanized steel drain pan which will collect coil condensate from all coils. Equip drain pan opening with a liquid trap and clean out plug.

28.21.2 Supply fan section shall be equipped with non-overloading centrifugal fan mounted on a steel base frame. Fan base shall be isolated from air handling unit base rails by the use of housed spring isolators. Fans shall be V-belt driven by belt drives sized for 150% of design power requirement. Provide adjustable sheaves for fans up to 20 Hp.

28.21.3 Each AHU will be located in a mechanical equipment room. Removable louvers or double doors are indicated for major equipment egress. Personnel doors will also be provided for routine maintenance. The EOD Group HQ’s will be served by two air units located in the Attic. The Company OPS Facility will be served by one air unit located in the Main Mechanical Room.

28.22 Air Distribution.

28.22.1 Ductwork shall be constructed of sheet metal to SMACNA HVAC Duct Construction Standards, latest edition. Medium pressure high velocity supply ductwork is proposed for the main supply duct runs. The supply ductwork connects to a series of air terminal valves equipped with inlet control dampers, velocity sensors, controllers, and hydronic hot water heating coils. The units serve low velocity ductwork to the ceiling supply air outlets. The air terminal valves will be factory fabricated, single wall steel construction with internal lining. The hot water heating coils will be aluminum fin and copper tube construction. The variable volume air terminal valves will be equipped with minimum ventilation airflow set points. The ceiling diffuser layout and performance will be assessed at the turndown air quantity to assure adequate distribution at low airflows. Louvered face ceiling supply air diffusers will be provided with a minimum of four concentric elements located within the face. Flexible ductwork runouts to terminal devices shall be limited to 10 feet in length, and shall be pre-insulated. Fiberglass duct shall not be used. Each duct branch shall be fitted with a manual balancing damper. All ductwork shall be located above ceiling, supported from roof structures. Ducted return air systems will be utilized from room return grilles to the AHU return inlets. The high velocity ductwork is specified to be sealed and leak tested, except that duct downstream of air terminal valves will not require leak testing. Ductwork leak tests will not be required for 2 inch w.g. and below pressure classes.

28.22.2 Low pressure distribution ductwork shall be installed to SMACNA pressure class 2" wg, seal class C, and leakage class 24 as a minimum. Test ductwork in accordance with SMACNA 10. Access must be provided to all devices or areas that may require periodic inspection, including but not limited to balancing devices, motor operated dampers, flow measuring stations, smoke/fire dampers, etc.

28.22.3 Provide systems with filters, plenums, and all safety controls. Filtration will be provided at the air handling unit in accordance with the requirements of MIL-HDBK 1190 and ASHRAE Test Standard 52-76. The pre-filters will consist of a 4" thick pleated filter to provide 30% efficient filtration; located on the inlet side of the air handling unit. Intermediate stage filters of 80% efficiency will also be provided in the AHU downstream of the pre-filter. In the event of smoke, duct mounted smoke detectors shall shut down the fan per NFPA 90A requirements.

28.23 Duct Insulation.

28.23.1 All supply, return, and outside air ductwork shall be insulated, and shall include vapor barrier. Exposed heating only or exposed return air ductwork shall not be insulated.

28.24 Miscellaneous Fans.

28.24.1 Exhaust fans shall be cabinet type, inline, or wall mounted. Roof mounted fans are not acceptable. Fans shall be V-belt driven by belt drives sized for 150% of design power requirement. Provide adjustable sheaves for fans up to 20 Hp. Small fans not available with V-belt drive may be directly driven. Motor selection shall permit non-overloading operation at all conditions. All fans shall be provided with vibration isolators to decouple the motor assembly from the fan housing. Suspend fans with vibration isolators from building structure.

28.25 Heating Equipment.

28.25.1 The hot water heating systems shall include gas-fired hot water boilers and circulation pumps for each building. Manufacturer's standard packaged operation controls shall be provided to handle all aspects capacity modulation and safeguarding. Pumps shall be base mounted or in-line type and selected for non-overloading operation at all conditions. Provide a standby/redundant pump. Provide hot water bypass feeder, expansion tanks and air separator tank.

28.26 Piping and Accessories.

28.26.1 Heating water piping shall be Type L copper or ASTM A53 SCH 40 black steel. Ball valves shall be utilized for sizes up to 3", larger piping shall be equipped with gate valves. Butterfly valves are not acceptable. Piping supports shall be in accordance with MSS SP-59 and MSS SP-69. System shall include an air separator, expansion tank, chemical bypass feeder and makeup water connections. Equip circulation pumps with strainers, check valve, balance valve, flexible couplings and isolation valves to permit pump maintenance. Pipe pump body drain and air vents from expansion tank to nearest floor drain. Provide pressure gages arranged such that pump differential pressure may be witnessed. Entire pump assembly shall be mounted on a structural steel frame equipped with housed spring vibration isolators. Provide manual or automatic waterflow control valves at each coil and balancing valve in each loop of piping branch.

28.26.2 Heating hot water piping shall be insulated with 1-1/2" glass fiber insulation. Piping passing through hangers shall be supported on insulation shields.

28.27 Chiller Equipment.

28.27.1 The chilled water system shall include exterior and interior mounted equipment for each building. Chiller components exterior to the building shall be protected from freezing through the use of a glycol solution or heat tape. Manufacturer's standard packaged controls shall be provided to handle all aspects of compressor staging and safeguarding. Pumps shall be base mounted and selected for non-overloading operation at all conditions. Close coupled pumps are not acceptable.

28.28 Chilled Water Piping.

28.28.1 Chilled water piping system shall include an air separator, expansion tank, chemical bypass feeder, makeup water connections, chemical treatment systems, surge tank if system volume is not adequate, temperature and pressure ports, temperature and pressure gages, flow switch, and all other required appurtenances. Equip circulation pumps shall be equipped with strainers, check valve, balance valve, flexible couplings and isolation valves to permit pump maintenance. Pipe pump body drain and air vents from expansion tank to nearest floor drain. Provide pressure gages arranged such that pump differential pressure may be witnessed.

28.28.2 All chilled water piping and exterior condenser water piping shall be insulated. Piping passing through hangers shall be supported on insulation shields.

28.29 Thermostats.

28.29.1 A Thermostat shall be provided for each VAV terminal unit. Small rooms with similar load profiles, may be grouped together on a single

thermostat. Thermostat shall not be located in location subject to unrepresentative temperatures.

28.30 Unified Facility Guide Specifications (UFGS).
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28.30.1 The project specifications shall be prepared using Unified Facility Guide Specifications (UFGS). The guide specifications shall be edited and adapted by the designer to fit each individual project in accordance with the project requirements. The designer is to delete the inapplicable portions of the guide specifications and revise and/or supplement, as required, the applicable portions to provide a complete project specification. Revisions to UFGS specifications must be consistent with the requirements of this RFP~~Deviations will not be allowed without prior approval from the Savannah District~~. If additional specification sections are required, contact the Savannah District to see if a guide specification exists. If a guide specification does not exist, the Design/Build Contractor will prepare job specific specifications. Specifications sections shall be edited and submitted at the Final Review stage or earlier. Sections shall be submitted in hard copy form that indicates the changes being added and those to be deleted. For example if Microsoft Word is used, this feature is located under "Tools" "Track Changes" "Highlight Changes".

28.31 Seismic Protection.

28.31.1 Seismic protection (based on the seismic zone and geographical location of project) shall be provided for this project. Design requirements shall be in accordance with Army Technical Instructions TI 809-04, Seismic Design for Buildings, 31 Dec 1998. Detailed narrative and documentation shall be provided in Design Analysis to support the seismic protection design.

28.32 Cathodic Protection.

28.32.1 The Contractor perform all pH tests, salinity tests, resistivity measures, etc., required to design the corrosion control and grounding systems.

Cathodic protection and protective coatings shall be provided for the following buried or submerged ferrous metallic structures regardless of soil or water resistivity in compliance with the National Association of Corrosions Engineers (NACE) criteria and standards.
(1) Natural gas and propane piping.
(2) Fire protection piping.
(3) Ductile or cast iron pressurized piping under floor (slab on grade) in soil.
(4) Underground heat distribution and chilled water piping in ferrous metallic conduit in soils with resistivity of 30,000 ohm-cm or less.
(5) Steel casing for underground hydraulic elevator jack.

28.33 Quality and Workmanship of Mechanical Equipment, Piping systems, Materials and System Components.

28.33.1 The project specifications form the basis for the required level of workmanship and quality of all equipment, piping systems, materials, and system components provided for this project. All materials and equipment provided shall be standard catalogued products of manufacturers regularly engaged in the production of such materials and equipment shall be of the manufacturers' latest standard design. All products shall be supported by a service organization. All mechanical system components shall be environmentally suitable for the intended application. Roof mounted equipment is not acceptable to be used on this project. All floor-mounted equipment

shall be installed on concrete equipment pads. Equipment pads shall extend a minimum of 6 inches beyond the footprint of the equipment on all sides. All suspended equipment shall be properly supported according to the manufacturer's instructions. Vibration isolation devices shall be provided for all equipment which house rotating components, and shall be in accordance with equipment manufacturer’s recommendation.

28.34 Mechanical Systems Maintainability and Accessibility.

28.34.1 Accessibility features (i.e. access panels, etc.) shall be designed and included in this project as required to allow complete access to all mechanical systems and system components which are concealed, or require adjustment, inspection, maintenance, and replacement. Provide adequate clearance around all pieces of equipment for periodic maintenance, inspection and cleaning. Service of one piece of equipment shall not require disturbance of adjacent equipment.

28.35 Work Coordination

28.35.1 The contractor is responsible for insuring that the installation of all mechanical features required is coordinated with the work of all other trades.

28.36 Testing, Adjusting, and Balancing (TAB) of HVAC Systems.

28.36.1 All HVAC systems shall be tested, adjusted, and balanced in accordance with the requirements of AABC or NEBB Procedural Standards. UFGS Specification Section 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS forms the basis for HVAC system TAB. The TAB Firm shall be either a member of AABC or certified by NEBB, and certified in all mechanical system categories applicable to this project. The TAB Standard shall be used for all aspects of TAB.

28.36.2 A comprehensive test and balance (TABS) effort of the entire facility will be required.

28.36.3 All new airside systems require TABS in order to validate space pressure relationships, pressure relationships between departments, and the pressure relationships between interior and exterior spaces.

28.36.4 Air quantities will be indicated for each distribution device. Operating conditions of all air moving equipment will be scheduled. Outdoor air dampers will be adjusted to correspond to the building exhaust air quantities.

28.36.5 All new waterside equipment requires TABS in order to verify energy distribution and consumption. Water quantities will be indicated for each heat transfer element and pump.

28.36.6 Commissioning of all new mechanical equipment will be conducted. The commissioning effort will verify that system components are adequately installed, are operating within the tolerances of the design, control components are calibrated, and that the TABS work was conducted effectively.

29. ELECTRICAL DESIGN.

29.1 Codes and Standards.

29.1.1 The design and construction of the electrical systems shall be in compliance with: (1) Applicable building codes and standards listed in

paragraph 8, (2) as required herein, and (3) the referenced Unified Facility Guide Specifications (UFGS). Guide specifications are referenced in this RFP for their use in preparation of the design and shall be edited consistent with the criteria furnished. The most current edition of the codes and standards shall be used for building construction and life safety design. Where there is a conflict between the RFP and the codes and standards the most stringent shall apply. When codes and standards are in conflict, the most stringent shall apply.

29.1.2 The 60% and Final Design submittals shall meet the drawings, specifications and design analysis formats and requirements set forth in the Design Manual for Military Construction.

29.2 Site Electrical.

29.2.1 Primary cable shall be rated 15 KV EPR, 133%, MV-90, 3#1 copper conductors. Provide cable terminators, fused cutouts, lightning arrestors and all necessary hardware. Pad mounted transformers shall have liquid level gauge, liquid temperature gauge, drain valve, bayonet fusing, loop feed, pressure relief valve, tap changer, KWH digital demand metering package (compatible with the Base's EMCS system), rated 12,470 volt delta, (secondary voltage as determined by design), dead front, bolted tank cover, corrugated cooling fins, steel divider, RTE bushing wells, ground pads, 4-position sectionalizing load break switch, 65 degree rise, R-temp filled (non-PCB), 95 KV BIL, green color, six hole spade secondary lugs, parking stands, filling plug, pressure-vacuum gauge, C.T.'s grounding lug, and lifting lugs.

29.2.2 The existing overhead distribution system, Circuit "D", shall be modified as noted on the Utility Plan. Provide ductbank configuration as required with a minimum of two-way 4-inch concrete encased ductwork. Jack and bore under all existing roads crossed. The duct bank shall be a minimum 30 inches below grade. Provide manhole(s) as required.

29.2.3 A minimum two-way 4-inch concrete encased duct-bank (one conduit for the phase conductors, the other for a spare) shall be provided from a manhole to each pad mounted transformer. Jack and bore under all existing roads crossed. The duct bank shall be a minimum 30 inches below grade.

29.2.4 Any outages on the existing systems shall be scheduled for an off peak time (night, weekend, holiday) to be determined by the Ft. Gillem's DIS. Full preparation shall be done before the outage to keep the downtime duration to a minimum. Design/Build Contractor shall schedule all work items requiring an outage on the same feeder to be accomplished concurrently during the single outage. All coordination with the Ft. Gillem's DIS shall be done through the Contracting Officer's Representative.

29.2.5 The landscape architect shall be consulted to provide appropriate screening of the pad-mounted transformer.

29.3 Site Communications.

29.3.1 A four 4-inch duct bank will be provided from each designated telecommunications room in the EOD Group HQ and Company Ops Facilities and extended to a manhole serving this site. From this manhole a four 4-inch duct bank will be extended to the next upstream manhole that will serve the MEPS and 2nd Brigade projects. From this manhole an eight – 4-inch duct bank with an intermediate manhole will be extended to the Area Distribution Node. Duct banks shall be provided with innerduct and be concrete encased under paved areas. Manholes and duct banks shall be provided under this contract. Exact location shall be coordinated with Fort Gillem's DIS and FORSCOM DCSC4 through

the Contracting Officer’s Representative. Refer to the Utility Plan for requirements. The Contractor will extend copper and fiber optic cable plants to the Area Distribution Node and make connections. Coordinate final connections with Fort Gillem’s FORSCOM DCSC4 through the Contracting Officer’s Representative. All cable installed by the Design/Build Contractor MUST be done by a certified telephone technician; not an electrician. One of the four 4-inch duct bank described above to the manhole serving this will be provided for CATV from a designated telecommunications room. The successful Design/Build Contractor shall coordinate work with the local CATV supplier to ensure that CATV cable plants are extended to the building. Duct banks shall be a minimum 600 mm (24 inches) below grade. The communications ductlines shall be concrete encased under roads and all areas subject to vehicle traffic. A pull wire shall be provided in all empty ducts.

29.3.2 The Design/Build Contractor shall exercise care when working around the existing cables in the existing upstream manhole. Any cables damaged by the Design/Build Contractor shall be repaired or replaced by the Design/Build Contractor immediately and at no additional cost to the Government.

29.3.3 Manhole/Duct Bank. The manhole shall be 38Y-J4. The manhole will require a sump, ground rod, straps and cable racks. Elevations of the existing and new cable vaults and the manhole and the duct lines entering and leaving the manhole and cable vaults shall be shown. Any manhole located in traffic areas shall be design for a H2O wheel loading as defined by AASHTO HB-13.

29.3.4 Coordinate the exact elevation, placement and orientation of communications manholes with Fort Gillem’s FORSCOM DCSC4 through the Contracting Officer's Representative. Coordinate the tie-in of new ducts with Fort Gillem’s FORSCOM DCS4 through the Contracting Officer's Representative. The ducts shall be placed in the lowest terminators. No conduit crossovers in the telephone manholes will be allowed.

29.3.5 Manhole and duct bank systems must be completed (to include pumped out and clean), inspected and accepted by FORSCOM DCSC4 at least 6 months prior to the BOD (Beneficiary Occupancy Date) for the project.

29.3.6 Telephone Installer. Outside plant installers shall have a minimum of two (2) years' experience in telecommunications installation and repair to include installing and/or repair and maintains manual, dial, and touchtone telephone equipment. Read and interprets circuit diagrams and follows standard procedures. Runs wire between components and to the outside cable system. Install molding, insulators, connectors, terminal boxes, and other protective and support items. Installing telephone sets, transmitters, receivers, condensers, relays, induction coils, multiple switch keys, ringers and buzzers. Checks the system for proper operation and for such characteristics as volume, clarity and continuity. Use such test equipment as hand test sets, volt-ohmmeters, ammeters, and tone testers. All CAT5E or CAT6 cable must be installed and terminated by a Certified installer.

29.3.7 Cable Splice. Cable splicing personnel shall have a minimum of two (2) years' experience in the installation, maintenance, repair, and testing of multiple conductor aerial, underground, and buried multi-purpose communications cable to include coaxial and fiber optic cable. Copper/twisted pair cable will be spliced using the appropriate cable splicing technique and equipment, to include multiple pair/machine splicing. Fiber optic technician must have manufacturer's training in current methods/techniques of installation and splicing; installation of telecommunication and networking cabling; and termination of cabling for both vertical and horizontal installations.

29.3.8 For additional criteria, See Installation Information Infrastructure Architecture (I3A) Design and Implementation Guide and Outside Plant Performance Requirements.

29.4 Utility Routing.

29.4.1 All power and communications ductlines shall be concrete encased under all roads, paved areas and any other areas subject to vehicular traffic. Jack and bore under all existing roads crossed.

29.4.2 Coordinate the installation of the underground electric and communication lines with all other new utilities which shall include but not be limited to: power, communications, storm drains, sanitary sewers, water lines, steam lines, high temp water lines, chilled water lines, gas lines, and any other utilities. The minimum separation between electric or communication lines and other utility lines shall be 36 inches vertically and 36 inches horizontally when running adjacent. If utilities are crossing minimum separation shall be 12 inches vertically. In the case of concrete encasement, the clearances shall be measured from the outermost dimension of the utility line and shall have suitable supports on each side of the upper line to prevent transferring any direct load onto the lower line.

29.4.3 Prior to commencing work on any new underground power or communication line, the Design/Build Contractor shall stake the route of each line and indicate the exact location of all new ducts, primary sectionalizing cabinets and switches, manholes and transformers for approval by the Base’s DPW and FORSCOM DCSC4, and by the Contracting Officer's Representative.

29.4.4 The routing of the secondary and communications service ductlines into the buildings shall be coordinated with the structural footings to avoid any conflicts.

29.4.5 New underground utilities including manholes shall be located outside the tree drip lines of existing trees scheduled to remain. Ducts that cannot be routed around tree drip lines shall be tunneled through the drip line area as approved by the Contracting Officer's Representative.

29.5 Grounding.

29.5.1 The secondary electrical distribution system shall be the solidly grounded neutral type with no intentionally introduced grounding impedance. Grounding shall be in accordance with Article 250, National Electrical Code. A green insulated grounding conductor shall be provided with all branch and feeder wiring.

29.5.2 The Premises Distribution System shall be grounded in accordance with TIA/EIA 607 and I3A.

29.5.3 Provide three ground wells spaced equidistantly between the portable emergency generators stored in the motor pool.

29.5.4 Omitted.

29.5.5 A grounding counterpoise shall be provided around each transformer pad and chillers. Counterpoises and ground ring shall be bonded together underground. The transformers and chillers counterpoise, the main electrical panel, the main communications ground, building steel, and lightning protection down conductors shall be connected to the ground ring.

29.5.6 Grounding conductors shall be copper. Driven grounding electrodes shall be 3/4 inch diameter solid rods of the following materials: copper or copper-clad steel.

29.5.7 Even though ground rods are indicated above, the grounding system shall be designed for a maximum of 5 ohms. Chemical or other similar designs, which calls for the USER to maintain the system, will not be used. Impedance measurements should be made using a direct reading ground resistance meter. Documentation will be provided to the Contracting Officer's Representative.

29.5.8 Grounding and bonding shall conform to UL 467.

29.6 Exterior Lighting

29.6.1 The design of exterior lighting and associated lighting levels not indicated shall be in accordance with the Illuminating Engineering Society, IES, Lighting Handbook Reference and Application, 9th Edition. Exterior lighting shall include parking lots, canopies, motor pool area, loading areas, and facility entrances/exits. All exterior lighting shall utilize color corrected metal halide lamps and be controlled by photocell, unless noted otherwise. All exterior lighting shall be zoned and shall have a separate photocell for control. Each contactor/zone shall be equipped with Hand-Off-Auto switches, location of controls shall be coordinated with the User after Contract award. Parking lot and motor pool areas shall be illuminated to 1 footcandle utilizing high pressure sodium lamped shoebox type lighting fixtures to match MEPS project, mounted on 30 feet square aluminum poles. Where poles are located in areas capable of being struck by a vehicle, poles shall be mounted on concrete pedestals (height to be determined during the design of the project). Aluminum poles mounted in turf or landscaping areas shall be mounted on concrete pedestals 3 inches in height above the ground. Facility entrances/exits shall be illuminated with wall mounted fixtures or recessed fixtures mounted in the soffit, if applicable. All exterior fixtures shall be dark bronze anodized aluminum.

29.6.3 Metal poles shall be the pole manufacturer's standard design for supporting the number of fixtures indicated. Poles shall be designed for a wind velocity of 100 mi/hr at the base of the pole, for a wind gust factor of 1.3, and for the height and drag factors recommended by AASHTO LTS-3. The effective projected area of luminaries and other pole-mounted devices shall be taken into account in pole design. Poles shall have grounding provisions. The type of pole shaft material provided shall not be mixed for the same type of fixture types. Grounding connection shall be provided near the bottom of each metal pole and at each concrete pole anchor base. Scratched, stained, chipped, or dented poles shall not be installed.

29.7 Lighting.

29.7.1 Lighting shall be provided in all rooms in the building. Average maintained horizontal illumination levels at 30 inches above the finished floor shall be provided as listed in TI 800-01 Design Criteria. Vertical illumination levels for all rooms and horizontal and vertical illumination levels for rooms or areas that are not listed on the Schedules in TI-800-01 shall be in accordance with the Illuminating Engineering Society, IES, Lighting Handbook Reference and Application, 9th Edition. The IES handbook shall also be consulted for additional lighting requirements (uniformity, etc). Design should be based on the middle of the ranges; not the high values. Energy conservation methods shall be in accordance with ASHRAE 90.1. Interior lighting calculations for rectangular rooms shall be based on Zonal Cavity method. Irregularly shaped rooms will utilize the point-by-point method for lighting calculations.

29.7.2 General ambient illumination shall provide a generally glare-free, high quality lighting environment. Linear-type fluorescent lighting installations in offices, conference room, workroom, file rooms and similar spaces shall achieve Visual Comfort Probabilities (VCP) of 70 or higher. Fluorescent lamps for general purpose lighting will be cool white, 4100 degrees Kelvin with a minimum CRI of 80.

29.7.3 Occupancy sensors shall be used in storage rooms and restrooms. Occupancy sensors may also be used in other areas for energy savings.

29.7.4 Fluorescent lamps shall be T8 or compact. Fluorescent ballast shall be the electronic type. All fluorescent lamps shall be low mercury content certified to pass the U.S. Environmental Protection Agency (EPA) Toxic Characteristics Leaching Procedures (TCLP) test for non-hazardous waste.

29.7.5 Wall switches shall be located on the strike side of a door, 6 inches from the door opening, unless otherwise functionally required. Multiple switching will be provided for rooms as directed by the user, where indicated on standard room guide plates, and in large rooms and areas. Multiple switching through the same light fixtures will be achieved by providing these fixtures with two ballasts. One switch/ballast combination will control the inner lamps, while the second switch/ballast combination will control the outer lamps.

29.7.6 Emergency Egress Lighting

29.7.6.1 Illuminated exit signs and emergency lights shall be provided for all emergency exits and passageways as required by the NFPA 101 Life Safety Code. All electrical, telecommunications and mechanical rooms shall also be provided with emergency lighting. Emergency battery ballasts in fluorescent fixtures will provide emergency lighting. Exit fixtures shall be LED (red) with built-in battery backup capability.

29.7.6.2 Upon loss of power the emergency lamp shall light regardless of the light switch position.

29.7.7 Incandescent lighting fixtures may be utilized only in small, infrequently used areas, such as janitor closets.

29.7.8 Omitted.

29.7.9 Parabolic louvered, linear type fluorescent lamped lighting fixtures and dimming capabilities shall be provided for Training Rooms and Conference rooms.

29.7.10 Security lighting shall be provided at service entrances and at utility rooms (i.e. mechanical, electrical, communications, etc.). Exterior wall mounted security light fixtures shall be shrouded to minimize glare. Fixture shall use compact fluorescent lamps whenever possible; where compact fluorescent lamps are inadequate, fixtures shall be equipped with metal halide lamps.

29.7.11 Wall mounted light fixtures at main entrances and other high visibility areas shall be selected for aesthetics and compatibility with the building architecture.

29.7.12 Lighting shall be provided for specialty items such as display cases, accent lighting and other items as necessary. Linear fluorescent T8 lamped task lighting fixtures controlled by separate lighting switches shall

be provided for each cage area. Lighting switches shall be located within each cage area.

29.7.13 See Appendix A - Functional Room Requirements for additional information.

29.8 Receptacles

29.8.1 Provide a minimum of one general-purpose 120 volt, 20 ampere duplex receptacle outlet on each wall in every room. In rooms where walls exceed 10 feet horizontally, provide an additional duplex outlet for each additional 10 feet of wall or fraction thereof. Receptacles spacing shall not exceed 10 feet. The general-purpose receptacles are in addition to the special purpose and dedicated outlets for special equipment. Unless otherwise indicated or required for handicap, all receptacles will be 18 inches above finish floor (AFF). Receptacles mounted above counter tops or in any control desk areas shall be appropriately mounted.

29.8.2 Receptacles in corridors shall be provided for floor cleaning equipment. The receptacles shall be spaced in such a manner as to permit full coverage by the equipment with a 25 feet extension cord. Floor receptacles shall not be used.

29.8.3 An overhead projector system will be used in the Conference Rooms and Training Rooms. Provide the necessary conduits, wiring, outlets, etc. for the User to connect a laptop computer to operate with this projector. Location of these outlets will be coordinated with the User after contract award.

29.8.4 Each computer workstation shall be provided with a quadraplex receptacle outlet adjacent to the combination voice/data outlet. All receptacles serving computer equipment shall be labeled and served from dedicated branch circuits with no more than four receptacles per circuit.

29.8.5 Special Function Receptacles

29.8.5.1 Appropriate outlet types shall be provided for items identified in other portions of the RFP (i.e coffee pots, vending machines, overhead motorized projectors and screens, etc.) Provide appropriate outlet types for any Government furnished equipment identified.

29.8.5.2 Outlets on dedicated branch circuits shall be provided for fax machines, laser printers and items identified in other portions of the RFP. The user may adjust locations after the Final Review stage.

29.8.5.3 A NEMA 5-20R, 20A, 120V duplex receptacle and NEMA 15-20R, 250V, Simplex receptacle on dedicated branch circuits shall be provided at each copier location.

29.8.5.4 Provide a minimum of one general purpose 120 volt, 20 ampere duplex receptacle in each cage area for battery chargers. Refer to Appendix A, Functional Room Requirements, for additional criteria.

29.8.6 Receptacles in weatherproof enclosures shall be provided on the outside areas at entrances to all buildings.

29.8.7 Ground Fault Circuit Interrupter (GFCI) Outlets

GFCI outlets are to be used for 20-amp convenience type outlets in the following areas: Outdoor, wet locations, toilets, at GSA van/car locations as directed by user, and other locations as required by the National Electric

Code or OSHA. GFCI receptacles are to be wired such that the loss of power on one receptacle does not affect downstream receptacles.

29.8.8 Two dedicated quadraplex receptacles each will be provided in the Telecommunication spaces to serve the NIPR net (Non-Secure Internet Protocol network) and the SIPR net (Secured Internet Protocol network) cabinets.

29.8.9 Provide branch circuiting and disconnecting means for a motorized gate at the motor pool entrance and electrically operated overhead door to the Cage Area.

29.9 Premises Distribution System (PDS)

29.9.1 A completely operational cabling system including, but not limited to, all necessary raceway, cabling, terminations, jacks, patch panels, and faceplates shall be provided in accordance with TIA/EIA 568-B. All combination outlets (voice/data) and cable TV (CATV) outlets will be 18 inches above finish floor (AFF) except wall voice outlets will be 54 inches AFF. One voice, two data, and one blank insert will be in the same outlet. The cable for the outlet will be 4 pair, 24 AWG solid unshielded twisted pair (category 5e) copper for voice and a 4 pair, 24 AWG solid unshielded twisted pair (category 5e) for data. Termination of copper at instrument end will be in a eight position connector (Category 5e) for voice and eight position connector (category 5E) for data. Termination at the telecommunications room/space will be a 110 type patch panel (category 5e) for voice and data, 568A configured. Termination blocks, 110 type, for the central office telephone lines shall be wall mounted on the backboard. Patch panels shall be mounted in equipment racks. Refer to Appendix A, Functional Room Requirements, for device locations and quantities.

29.9.1.1 FORSCOM DCSC4 will install the Main Distribution Frame, Building Distribution Frames, patch cords, fiber optics patch panels and the protected terminals for the building. Design Build Contractor to provide space for FORSCOM DCSC4’s equipment.

29.9.1.2 All combination voice and data jacks shall be installed in a 4-1/2" x 2-1/8" deep square box with a single gang plaster ring with 1" conduit stubbed out into the corridor cable tray system. The single gang plaster ring will allow a four-position single gang faceplate to be installed and the box will be sized to accommodate the slack cable.

29.9.1.3 The CATV system will consist of RG59/U coaxial cable, “F” type connectors, splitters and outlets located in areas as noted in Appendix A, Functional Room Requirements. In conference rooms and training rooms there will be a coaxial switch to allow direct input from portable VCRs. Confirm locations at pre-design conference. Taps and splitters will be provided to distribute the television signals throughout the facility. Headend equipment will be provided by the local CATV company to produce a +6 to +12 dBmv signal level at each outlet. The program distribution source will be by the local CATV company supplying service to the Base.

29.9.2 Backbone distribution will consist of multi-pair copper cable for voice and 24-strand multi-mode fiber optic cable for data. The fiber optic data cable will be terminated on fiber optic patch panels mounted in the telecommunications equipment rack. The fiber optic cable will be terminated using ST connectors.

29.9.3 Conduit from voice/data or CATV outlets shall be a minimum of 1-inch electrical metallic tubing (EMT) conduit. One inch EMT conduits shall be installed as a "home run" between the telecommunications room backboard/rack

and each outlet or between each outlet and the cable tray. SIPR net voice/data cables shall be installed as a homerun in non-ferrous conduit from the outlet box to the equipment rack. "Home run" means one continuous conduit run with NO pull boxes and NO more than two 90-degree bends in the entire conduit run. Solid bottom cable trays shall be used to provide a centralized cable distribution system in all the buildings if space permits and is readily accessible. Cable trays (if used) shall be no higher than 6 inches above finished ceilings. The cable tray shall be provided with one square-inch of cross-sectional area per outlet location to be served. An optimal fill ratio of 40% should be the design plan. A working space of 12 inches minimum above the cable tray shall be provided. The EMT conduit shall be physically strapped to the cable tray and an anti-chaffing grommet attached. All empty conduits routed to outlet boxes shall be provided with a pull cord. All conduits to administrative outlet boxes shall be provided with a pull cord for future installation of fiber optic cable (FOC).

29.9.4 For additional criteria, See Installation Information Infrastructure Architecture (I3A) Design and Implementation Guide and TIA/EIA standards.

29.10 Fire Alarm System.

29.10.1 The building will have an automatic fire sprinkler system. The fire alarm system will consist of a control panel, manual pull stations, horns and strobe lights, sprinkler water flow switches, valve tamper switches, air pressure supervisory switches, control and monitor modules for non-addressable devices and smoke and heat detectors. Fire Alarm system for this building shall comply with the Americans with Disabilities Act (ADA).

29.10.2 In addition to the manual pull stations at all exits, provide pull stations at all other exterior entrances and the mechanical room. In addition to the horns/strobes throughout the facility, provide them also in the mechanical room.

29.10.3 Provide horns/strobes throughout the facility so that alarm sound levels at any location are at least 15 dB above normal ambient sound levels and can be heard in all rooms (i.e. in shower with water running). Provide strobe lights to comply with NFPA 72-1999. Strobe lights shall meet Underwriter’s Laboratories (UL) Standard 1971 and shall be synchronized.

29.10.4 The fire alarm system shall be a completely supervised system employing analog addressable initiating devices and multiplex communication techniques. Each detection, monitor and control device shall be individually addressable. Devices which are not inherently addressable (i.e. tamper, flow switches etc.) shall be equipped with addressable monitor and control modules.

29.10.5 Coordinate with the other disciplines to provide tamper switches on all fire alarm system control valves and the Post Indicator Valve (PIV).

29.10.6 Conduit and wiring shall be installed in accordance with Specifications Section 13851A. System shall be a four wire, two conduit loop system. Vertical and horizontal separation of conduits shall be in accordance with NFPA 72. Conduits are to be marked with a red stripe every 10 feet. All junction or pullboxes shall be painted red.

29.10.7 Provide cabinet mounted MOV based surge protection device in addition to surge protection integral to the FACP. Device shall be UL 1449 listed and shall satisfy the requirements of IEEE C62.41.

29.10.8 Provide a Monaco Fire Alarm Transmitter, BT2-4. The transmitter shall be fully compatible with Base central receiving station, D500 Monaco

System. The central station configuration shall be adjusted as necessary to receive and interpret the input from the transmitter. Locate the Fire Alarm Control Panel (FACP) and the transmitter in the Electrical Rooms.

29.10.9 Provide a smoke detector at the location of the FACP as required by NFPA 72, 1-5.6.

29.11 Service Equipment.

29.11.1 Provide only one main service disconnect device for the normal power supply to the facility and located in the Main Distribution Panel (MDP) inside each building.

29.11.2 The main service equipment and all other electrical equipment shall fit into the space required and provided with all the access and clearance required by code.

29.11.3 A short-circuit and overcurrent protective device coordination study shall be provided for the complete electrical distribution system.

29.11.4 All interior cables will be copper. No aluminum conductors will be used in the construction of this facility. The use of 75 or 90 degrees C terminals and insulated conductors are required.

29.12 Electrical Disconnects. Electrical disconnects shall be installed adjacent to equipment and accessible to equipment operators for the following equipment: Motors and equipment as required by the NEC and OSHA requirements.

29.13 Lightning Protection. Lightning protection shall be provided for the buildings. A complete protection via air terminals shall be provided. The system shall have the appropriate U.L. master label installed on the building. Down and roof conductors shall be concealed within the buildings. Lightning Protection System shall be in accordance with NFPA 780.

29.14 Transient Voltage Surge Suppression (TVSS). Surge suppressors shall parallel the operating devices in providing a path to ground for an electrical surge and limiting the magnitude of transient voltage surges on the system. Units shall be mounted adjacent to the Main Distribution Panel in accordance with the manufacturer recommendation. Unit shall be hard-wired into the electrical distribution system utilizing a circuit breaker connection. Units shall be tested in accordance with IEEE C62.45 using an IEEE C62.41 Category B waveform. Units shall be UL 1449 listed and labeled. Modes of protection shall be normal mode (L-N, L-L) and common mode (L-G, N-G). The unit shall include self-diagnostic and self-testing capabilities, a resettable transient event counter, and a local audible alarm with mute capability.

29.15 Seismic Protection. Seismic design shall be in accordance with Army Technical Manual, TI 809-04, Seismic Design for Buildings, dated December 1998 and Specification Section 16070A Seismic Protection For Electrical Equipment.

29.16 Intrusion Detection System (IDS)

29.16.1 An empty conduit system with pull strings shall be provided for areas as noted in Appendix A, Functional Room Requirements. Galvanized rigid steel conduit with welded joints shall be used for the IDS.

29.17 Omitted.

29.17 Cathodic Protection.

29.17.1 The Contractor shall perform all pH tests, salinity tests, resistivity measures, etc., required to design the corrosion control and grounding systems.

Cathodic protection and protective coatings shall be provided for the following buried or submerged ferrous metallic structures regardless of soil or water resistivity in compliance with the National Association of Corrosions Engineers (NACE) criteria and standards.

(1) Natural gas and propane piping.
(2) Fire protection piping.
(3) Ductile or cast iron pressurized piping under floor (slab on grade) in soil.
(4) Underground heat distribution and chilled water piping in ferrous metallic conduit in soils with resistivity of 30,000 ohm-cm or less.
(5) Steel casing for underground hydraulic elevator jack.

29.18 The electrical system shall comply with the Americans with Disabilities Act (ADA) for buildings identified in the RFP with this requirement.

29.19 The design and construction of the electrical system shall be in accordance with the most current codes and standards. Provide adequate electrical power and safe and efficient distribution from panelboards, switchboards to lighting, wiring devices, motors, miscellaneous equipment, kitchen equipment, appliances and the locations where it is needed, based on the project requirements as contained within this RFP (architectural, mechanical, etc).

29.19.1 The design of the electrical distribution system shall include twenty percent future load growth in all cable and equipment. Twenty percent spares shall be provided in all lighting and receptacle panelboards.

29.19.2 Panelboards serving the loads for the rest of the building shall not be located in corridors or any other open places that the public can access.

29.19.3 Series rated breakers/panelboards shall not be used.

29.20 Nonlinear Loads. The increasing presence of solid-state switching mode power supply components in electrical equipment requires the designer to consider the equipment to be supplied by the distribution system and to make provisions for nonlinear loads in the building. These loads generate harmonics, which can overload conventionally-sized conductors or equipment causing safety hazards and premature failures. ETL 1110-3-403, IEEE Std. 1100 and IEEE Std. 519 shall be used as design guides.

29.20.1 ETL 1110-3-412 shall be used in the selection and application of transformers and dielectrics. K-rated transformers shall be supplied to serve nonlinear loads. “K” factor ratings shall be scheduled. Panelboards serving nonlinear loads shall have double-rated neutral buses. Motors connected to the same power source as nonlinear loads shall also be upgraded in size similarly. True RMS sensing meters, relays, and circuit breaker trip elements shall be used with nonlinear loads.

29.21 For additional electrical criteria, See TI-800-01 Design Criteria, Appendix A – Functional Room Requirements for additional information.

29.22 Emergency Generator Connectivity.

29.22.1 Provide a manual transfer switch and disconnect switch on the exterior wall of the EOD Group HQ and Company Ops Facilities for temporary connection of a portable emergency generator. Electrical equipment shall be

suitable for the environment. Confirm actual locations and capacity at pre-design conference.

29.23 Seismic Protection.

29.23.1 Seismic protection (based on the seismic zone and geographical location of project) shall be provided for this project. Design requirements shall be in accordance with Army Technical Instructions TI 809-04, Seismic Design for Buildings, 31 Dec 1998. Detailed narrative and documentation shall be provided in Design Analysis to support the seismic protection design.

29.24 Location of Documents referenced in Section 29.

29.24.1 TI-800-01 & TI-800-04 - http://www.hnd.usace.army.mil/techinfo/ti.htm

29.24.2 Specifications Sections - http://www.ccb.org/ufgs/ufgs.htm

29.24.3 Installation Information Infrastructure Architecture (I3A) Design and Implementation Guide - http://arch-odisc4.army.mil/I3A/i3a.htm

30. SUSTAINABLE DESIGN

30.1 Sustainable Design Goal. The goal for this project is to achieve 25 or more points for each building using SPIRIT, the Army's project rating tool for sustainable design. SPIRIT is a modified version of the US Green Building Council's LEED project rating tool.

30.2 Mandatory Requirements. The SPIRIT Points Summary, Appendix D, indicates what SPIRIT items are contract requirements for this project in the "Mandatory Points in RFP" column. A description of these SPIRIT items is contained in the SPIRIT document itself, Appendix H. This column also indicates the status of SPIRIT points that fall outside the scope of design and construction, such as features of the selected site.

- End of Section -

APPENDIX A
FUNCTIONAL ROOM REQUIREMENTS

APPENDIX A

FUNCTIONAL ROOM REQUIREMENTS

52nd GROUP HEADQUARTERS FACILITY – FIRST FLOOR

SPACE: VESTIBULE 1
DESCRIPTION: Building entry vestibule.
AREA: 120 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Exterior entry and Corridor 1.
FEATURES: Exterior and interior sidelights.

SPACE: STAIR 1
DESCRIPTION: Building exit stair.
AREA: 115 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Second floor main corridor (Corridor 3) and Vestibule 1.
FEATURES:

SPACE: CORRIDOR 1
DESCRIPTION: Main building corridor.
AREA: 395 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Vestibules 1 and 2, Elevator, Break Room, Training/Deployment/Plans Area, VIPPSA, Public Toilets, EOC
FEATURES: Accessible electric water coolers (hi/low)

SPACE: MEN'S TOILET/SHOWER
DESCRIPTION: Centrally located multi-occupant men's toilet and showers with private dressing/changing areas. Handicapped-accessible.
AREA: 280 SF
NUMBER OF OCCUPANTS: Based on serving 27 male personnel
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located for convenient use by Open Office within controlled access area.
FEATURES: Sound control. 2 Toilets, 1 urinal and 2 lavatories in 5'-0" wide minimum width counter by 25" deep. Two-roll toilet tissue dispensers, grab bars, soap dispensers, full width mirror at lavatory, paper towel dispensers and wall-mounted waste receptacle. 2 Showers with ceramic tile surrounds, towel bars and shower curtains, hooks and rods.

SPACE: WOMEN'S TOILET
DESCRIPTION: Centrally located multi-occupant women's toilet. Handicapped-accessible.
AREA: 145 SF
NUMBER OF OCCUPANTS: Based on serving 8 female personnel
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located for convenient use by Open Office within controlled access area.

FEATURES: Sound control. 2 Toilets and 2 lavatories in 5'-0" wide minimum width counter by 25" deep. Two-roll toilet tissue dispensers, grab bars, soap dispensers, full width mirror at lavatory, paper towel dispensers, sanitary napkin dispensers and wall-mounted waste receptacle.

SPACE: WOMEN'S SHOWER
DESCRIPTION: Centrally located single-occupant women's shower with private dressing/changing area. Handicapped-accessible.
AREA: 35 SF EA
NUMBER OF OCCUPANTS: Based on serving 8 female personnel
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located for convenient use by Open Office within controlled access area. Located within or adjacent to women's toilet.
FEATURES: Sound control. Showers with ceramic tile surrounds. Towel bars, grab bars, full height dressing mirror and shower curtains, hooks and rods.

SPACE: VENDING
DESCRIPTION: Alcove for vending machines.
AREA: 70 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Locate convenient to Corridor 1.
FEATURES: Coin operated vending machines

SPACE: BREAK ROOM
DESCRIPTION: Warming kitchen with space for small table and chairs.
AREA: 110 SF
NUMBER OF OCCUPANTS: 4 seated
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Locate convenient to corridor 1.
FEATURES: Built-in countertop (7'-6" min by 25" deep), base cabinets and wall cabinets. Stainless steel sink, microwave space in wall cabinet, space for full height refrigerator and paper towel dispenser.
DATA/VOICE REQUIREMENTS: 1 voice line.

SPACE: ELEVATOR
DESCRIPTION: 2000 pounds capacity, 100 FPS hydraulic, passenger elevator, nominal dimensions 5'w 6'd
AREA: 45 SF
NUMBER OF OCCUPANTS:
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Locate convenient to corridor 1.
FEATURES: Standard interior finish.

SPACE: ELEVATOR MACHINE ROOM
DESCRIPTION: Room to house elevator equipment
AREA: 45 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Adjacent to passenger elevator. Accessible from Corridor.
FEATURES: Sound control, access control.

SPACE: VESTIBULE 2

DESCRIPTION: Building entry vestibule.
AREA: 130 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Exterior entry and Corridor 1.
FEATURES: Exterior and interior sidelights.

SPACE: STAIR 2
DESCRIPTION: Building exit stair.
AREA: 115 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Second floor main corridor (Corridor 3) and Vestibule 2.
FEATURES:.

SPACE: CORRIDOR 2
DESCRIPTION: Corridor to EOC
AREA: 305 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Corridor 1, EOC, Graphics Area, Telephone and Electric Room
FEATURES:

SPACE: GRAPHICS AREA
DESCRIPTION: Work Room with space for layout, computer workstation, printer and plotter.
AREA: 130 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Corridor 2, EOC
FEATURES: Built-in countertops and base cabinets (16 linear feet total minimum by 31" deep minimum). Provide space for 24”w24”d color printer, 66”w30”d stand up plotter and 36”w18” file cabinet.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for desk. 1 data line for printer, 1 data line for plotter. (Total of 1 voice, 4 data lines.)

SPACE: TELEPHONE AND ELECTRICAL ROOM
DESCRIPTION: Room for telephone panel(s), NIPR and SIPR switches/network servers and related equipment.
AREA: 190 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Accessible to maintenance personnel
FEATURES: Plywood backer board(s).
SECURITY: Construction to meet Security Classification of “Secret”, Intrusion Detection System (IDS).
DATA/VOICE REQUIREMENTS: Telephone terminal board(s), patch panel(s), NIPR and SIPR switches and related equipment.

SPACE: MECHANICAL ROOM
DESCRIPTION: Room for domestic water, fire water and natural gas service entrances and mechanical equipment.
AREA: 230 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous

ADJACENCY REQUIREMENTS: Direct access from exterior, adequate exterior wall for required louvers.
FEATURES: Double leaf door with access to exterior, access control. Floor drain.

SPACE: TRAINING/DEPLOYMENT/PLANS
DESCRIPTION: Open office area with 7 workstations. Space for each group to keep files and miscellaneous storage as determined through interior design development.
AREA: 1000 SF
NUMBER OF OCCUPANTS: 7
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 7 workstations. (Total of 7 voice, 14 data lines).

SPACE: WORK AREA
DESCRIPTION: Common work area.
AREA: 90 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Convenient to Training and VIPPSA
FEATURES: Work area partially enclosed by systems furniture for shared photocopier, printer and fax. Also to include storage for paper & copier supplies, waste and paper recycling containers.
DATA/VOICE REQUIREMENTS: 1 voice line for fax, 1 data line for printer, 1 data line for copier. (Total of 1 voice, 2 data lines.)

SPACE: IMO STORAGE (COMPUTER)
DESCRIPTION: Storage room for computer equipment.
AREA: 115 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Access control.

SPACE: OFFICE 1 - TRAINING/DEPLOYMENT/PLANS
DESCRIPTION: Private Office with visitor’s chairs.
AREA: 120 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from within Training area
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OFFICE 2 - TRAINING/DEPLOYMENT/PLANS
DESCRIPTION: Private Office with visitor’s chairs.
AREA: 110 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from within Training area
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: VIPPSA
DESCRIPTION: Open office area with 8 workstations. Space for each group to keep files and miscellaneous storage as determined through interior design development.
AREA: 825 SF
NUMBER OF OCCUPANTS: 8
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Adjacent to Training area.
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development. Provide voice and LAN outlets at each workstation.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 8 workstations (Total of 8 voice, 16 data lines.)

SPACE: OFFICE 3 - VIPPSA
DESCRIPTION: Private Office with visitor's chairs.
AREA: 120 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from within VIPPSA area.
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: EOC (S-3)
DESCRIPTION: Open office area with 11 workstations. Space for each group to keep files and miscellaneous storage as determined through interior design development.
AREA: 1850 SF
NUMBER OF OCCUPANTS: 11
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Oriented away from the public side of the facility, toward the shared motor pool for added security. 1 workstation is adjacent to entrance and conference room serving as a reception and gatekeeper.
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development. Secure document storage (safes – provide anchor ings embedded in slab), normal storage and files requirements as determined through comprehensive interior design development. Provide voice and LAN outlets at each workstation.
SECURITY: Construction to meet Security Classification of "Secret", Intrusion Detection System (IDS). Doors to exterior only as required for egress purposes. Such exterior egress doors shall be fitted with hardware to permit exit only and exit devices shall attenuate alarm upon activation.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 11 workstations. (Total of 11 voice, 22 data lines.)

SPACE: CONFERENCE ROOM
DESCRIPTION: Conference room
AREA: 500 SF
NUMBER OF OCCUPANTS: 20, minimum
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Accessed from within EOC
FEATURES: Pull down screen, ceiling mounted projector with data and power outlets. Provide for A/V equipment requirements as determined through comprehensive interior design development.

DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines (including A/V equipment).

SPACE: WAITING
DESCRIPTION: Waiting area
AREA: 180 SF
NUMBER OF OCCUPANTS: 3 seats
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Adjacent to workstation serving as reception and gatekeeper and adjacent to Conference Room.
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development.

SPACE: OFFICE 4 - EOC
DESCRIPTION: Private Office with visitor's chairs.
AREA: 130 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from within EOC area
FEATURES: Provide voice and LAN outlets.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OFFICE 5 - EOC
DESCRIPTION: Private Office with visitor's chairs.
AREA: 120 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from within EOC area
FEATURES: Provide voice and LAN outlets.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: WORK AREA
DESCRIPTION: Shared work space
AREA: 110 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access within EOC.
FEATURES: Work area partially enclosed by systems furniture for shared photocopier, printer and fax. Also to include storage for paper & copier supplies, waste and paper recycling containers and a table area for sorting/document assembly. Provide data and LAN outlets.
DATA/VOICE REQUIREMENTS: 1 voice line for fax, 1 secure voice line for fax, 1 data line for printer, 1 data line for copier.

End 52nd Group Headquarters Facility – First Floor

EOD 52nd GROUP HEADQUARTERS FACILITY – SECOND FLOOR

SPACE: STAIR 1
DESCRIPTION: Building exit stair.
AREA: 150 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Second floor main corridor (Corr. 3) and Vestibule 1.
FEATURES:

SPACE: STAIR 2
DESCRIPTION: Building exit stair.
AREA: 150 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Second floor main corridor (Corr. 3) and Vestibule 2.
FEATURES:

SPACE: CORRIDOR 3
DESCRIPTION: Main building corridor on second floor
AREA: 460 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Stairs 1 and 2,
FEATURES: Accessible electric water coolers (hi/low)

SPACE: MEN'S TOILET
DESCRIPTION: Centrally located single-occupant men's toilet. Handicapped-accessible.
AREA: 60 SF EA
NUMBER OF OCCUPANTS: 2
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located for convenient use by occupants of second floor.
FEATURES: Sound control. 1 Toilet, 1 urinal, 1 lavatory. Two-roll toilet tissue dispenser, grab bars, soap dispenser, full width mirror at lavatory, paper towel dispenser, wall-mounted waste receptacle and toilet partitions.

SPACE: WOMEN'S TOILET
DESCRIPTION: Centrally located single-occupant women's toilet. Handicapped-accessible.
AREA: 55 SF EA
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located for convenient use occupants of second floor.
FEATURES: Sound control. 1 Toilet, 1 lavatory. Two-roll toilet tissue dispensers, grab bars, soap dispensers, full width mirror at lavatory, paper towel dispensers, sanitary napkin dispenser and wall-mounted waste receptacle.

SPACE: STORAGE ROOM
DESCRIPTION: Room for general storage.
AREA: 275 SF

NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from corridor.
FEATURES:

SPACE: ELECTRICAL CLOSET
DESCRIPTION: Location of sub panels and transformers feeding second floor.
AREA: 30 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from corridor.
FEATURES: Access control.

SPACE: BUDGET OFFICE – OPEN OFFICE
DESCRIPTION: Open office area with 2 workstations. Space for each group to keep files and miscellaneous storage as determined through interior design development.
AREA: 270 SF
NUMBER OF OCCUPANTS: 2
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development. Provide voice and LAN outlets at each workstation.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 2 workstations. (Total of 2 voice, 4 data lines.)

SPACE: BUDGET OFFICE WORK AREA
DESCRIPTION: Common work area.
AREA: 110 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Work area partially enclosed by systems furniture for shared photocopier, printer and fax. Also to include storage for paper & copier supplies, waste and paper recycling containers. File cabinet (36″w 19″d 72″h).
DATA/VOICE REQUIREMENTS: 1 voice line for fax, 1 data line for printer, 1 data line for copier.

SPACE: BUDGET OFFICE – PRIVATE OFFICE
DESCRIPTION: Private Office with visitor’s chairs.
AREA: 110 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: 3’ wide file, Provide voice and LAN outlets.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: TELEPHONE AND COMMUNICATION CLOSET
DESCRIPTION: Second floor telephone equipment room.
AREA: 30 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Locate directly above Main Electrical/Telephone Room.

FEATURES: Access control. Plywood backer board.
DATA/VOICE REQUIREMENTS: Telephone terminal board(s) and related equipment.

SPACE: S-4 OPEN OFFICE AREA
DESCRIPTION: Open office area with 4 workstations and common work area. Space for each group to keep files and miscellaneous storage as determined through interior design development.
AREA: 680 SF
NUMBER OF OCCUPANTS: 4
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development. Work area partially enclosed by systems furniture for shared photocopier, printer and fax. Also to include storage for paper & copier supplies, waste and paper recycling containers.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 4 workstations. 1 voice line for fax, 1 data line for printer, 1 data line for copier. (Total 5 voice, 10 data lines.)

SPACE: OFFICE 6 – S-4
DESCRIPTION: Private Office with visitor’s chairs.
AREA: 130 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from within S-4 area
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: S-1 OPEN OFFICE AREA
DESCRIPTION: Open office area with 5 workstations and common work area. Space for each group to keep files and miscellaneous storage as determined through interior design development.
AREA: 680 SF
NUMBER OF OCCUPANTS: 5
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Direct access to Command Suite
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development.
DATA/VOICE REQUIREMENTS: 1 voice and 2 data lines for each of 5 workstations. 1 voice line for fax, 1 data line for printer, 1 data line for copier. (Total 6 voice, 12 data lines.)

SPACE: OFFICE 7 – S-1
DESCRIPTION: Private Office with visitor’s chairs.
AREA: 130 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from within S-1 area
FEATURES: Provide voice and LAN outlets
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: COMMAND SUITE RECEPTION AREA
DESCRIPTION: Space for reception and waiting.
AREA: 220 SF

NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Adjacent to Command Suite, separated by full height partition.
FEATURES: Pedestal and wall fed Systems furniture configuration and storage requirements as determined through comprehensive interior design development. 4 waiting chairs.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: COMMAND SUITE
DESCRIPTION: Collective work area with small conference area and seating. Furnishings configuration and storage requirements as determined through comprehensive interior design development.
AREA: 460 SF
NUMBER OF OCCUPANTS:
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access to S-1 Office area
FEATURES: Sound control. Work area in alcove to alternate egress for shared photocopier, printer and fax. Also to include storage for paper & copier supplies, waste and paper recycling containers. Provide wall-mounted television supports, CATV and power outlets in conference area and in seating area.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines in seating area. 1 voice, 2 data lines in conference area. 1 voice line for fax, 1 data line for printer, 1 data line for copier. (Total 3 voice, 6 data lines.)

SPACE: CSM OFFICE
DESCRIPTION: Private Office with visitor’s chairs.
AREA: 140 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access to Command Suite
FEATURES: Sound Control
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: DCO OFFICE
DESCRIPTION: Private Office with visitor’s chairs.
AREA: 135 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access to Command Suite
FEATURES: Sound Control
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: COMMANDING OFFICER’S OFFICE
DESCRIPTION: Private Office with visitor’s chairs and lounge seating
AREA: 230 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access to Command Suite
FEATURES: Sound Control. Desk, executive chair, waiting chairs, credenza, couch, end table, wall-mounted television supports, CATV and power outlets.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: TOILET/SHOWER

DESCRIPTION: Single-occupant toilet and shower area. Handicapped-accessible.
AREA: 80 SF EA
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Dedicated access from Commanding Officer's Office.
FEATURES: Sound control. 1 Toilet, 1 lavatory, Two-roll toilet tissue dispenser, grab bars, soap dispenser, framed mirror at lavatory, paper towel dispenser. Showers with ceramic tile surrounds, towel bars, shower curtain, hooks and rod.

SPACE: BREAK ROOM
DESCRIPTION: Warming kitchen with space for small table and chairs.
AREA: 100 SF
NUMBER OF OCCUPANTS: 4 seated
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Locate convenient Command Suite
FEATURES: Wall and base cabinets (7'-0" wide minimum by 25" deep minimum), stainless steel sink, microwave in wall cabinet, coffee maker, under counter refrigerator, waste receptacle, paper towel dispenser.
DATA/VOICE REQUIREMENTS: 1 voice line.

End 52nd Group Headquarters – Second Floor

184th BATTALION / 723rd COMPANY FACILITY

Note: the following spaces within the 184th Battalion shall be completely separate from those of the 723rd Company.

SPACE: VESTIBULE 1
DESCRIPTION: Building entry vestibule.
AREA: 60 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Exterior entry and Waiting 1.
FEATURES: Exterior and interior sidelights.

SPACE: WAITING 1
DESCRIPTION: Entrance/facility corridor and waiting alcove for Command Area 1.
AREA: 235 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Vestibule 1 and Command Area 1.
FEATURES: Electric water cooler with cup dispenser.

SPACE: OFFICE 1
DESCRIPTION: Private office with visitor’s chairs.
AREA: 160 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 1.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: COMMANDING OFFICER
DESCRIPTION: Private office with visitor’s chairs and small conference table.
AREA: 260 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 1.
FEATURES: Exterior windows. Wall-mounted television supports, CATV and power outlets.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OFFICE 2
DESCRIPTION: Private office with visitor’s chairs.
AREA: 160 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 1.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: COMMAND AREA 1
DESCRIPTION: Reception desk with visitor’s chairs and common work area.
AREA: 265 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous

ADJACENCY REQUIREMENTS: Waiting 1, Office 1, Commanding Officer, Office 2, Toilet/Shower 1 and Closet.
FEATURES: Shared printer and fax.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for desk. 1 voice line for fax, 1 data line for printer, 1 data line for copier. (Total of 2 voice, 4 data lines.)

SPACE: TOILET/SHOWER 1
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination to serve the Command Area.
AREA: 70 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 1.
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: CLOSET
DESCRIPTION: Closet for general storage.
AREA: 25 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 1.
FEATURES: 5 shelves.

SPACE: CORRIDOR 1
DESCRIPTION: Building corridor and egress.
AREA: NA
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES:

SPACE: ELECTRIC CLOSET 1
DESCRIPTION: Closet for electrical distribution panel(s).
AREA: 35 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Open to interior corridor.
FEATURES: Access control.

SPACE: CONFERENCE
DESCRIPTION: Conference and meeting room.
AREA: 575 SF
NUMBER OF OCCUPANTS: 30, minimum.
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Near Command Area 1, access from building corridor.
FEATURES: No exterior windows. Pull-down screen, provisions for ceiling mounted projector with data and power outlets. Provide for A/V equipment requirements as determined through comprehensive interior design development.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines (1 for A/V equipment).

SPACE: SIPR

DESCRIPTION: Small office for SIPR work terminal.
AREA: 55 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Direct access from Ops Area, no other access.
FEATURES:
SECURITY: Construction to meet Security Classification of “Secret”, Intrusion Detection System (IDS).
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: S3
DESCRIPTION: Private office with visitor’s chairs.
AREA: 120 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Ops Area.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: S2
DESCRIPTION: Private office with visitor seating.
AREA: 120 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Ops Area.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: HHD
DESCRIPTION: Private office with visitor’s chairs.
AREA: 120 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Ops Area.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OPS AREA
DESCRIPTION: Open work area with 5 desks and common work area.
AREA: 565 SF
NUMBER OF OCCUPANTS: 5
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Adjacent to SIPR, S3, S2, and HHD.
FEATURES: 5 desks, countertop (20 linear feet wide 31" deep, minimum), base cabinets and upper cabinets, shared files, copier and fax. Wall mounted supports for television, CATV and power outlets.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 5 desks. 1 voice for fax, 1 secure voice for fax, 1 data for printer, 1 data for copier. (Total 6 voice, 1 secure voice, 12 data lines.)

SPACE: TOILET/SHOWER 2
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination for general use.
AREA: 80 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Waiting Area 1.

FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: TOILET/SHOWER 3
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination for general use.
AREA: 80 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Waiting Area 1.
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: S1 PERSONNEL
DESCRIPTION: Reception desk (7' wide min), waiting area and open work area with 2 desks.
AREA: 440 SF
NUMBER OF OCCUPANTS: 3
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Office 3, Office 4 and Work Area.
FEATURES: Built-in desk, base cabinet and stand-up reception/transaction counter.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 3 desks. (total of 3 voice, 6 data lines.)

SPACE: OFFICE 3
DESCRIPTION: Private office with visitor’ chairs.
AREA: 100 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: S1 Personnel.
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: WORK AREA
DESCRIPTION: Common work area for S1 Personnel.
AREA: 130 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: S1 Personnel, Office 3 and office 4.
FEATURES: Built-in counter top and base cabinets (16'-0" min of 25" deep and 9'-0" min of 31" deep counter). Shared printer and fax.
DATA/VOICE REQUIREMENTS: 1 voice line for fax, 1 data line for printer, 1 data line for copier.

SPACE: OFFICE 4
DESCRIPTION: Private office with visitor’s chairs.
AREA: 100 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: S1 Personnel.
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: BREAK ROOM 1
DESCRIPTION: Break area for personnel with kitchenette, small table and lounge seating.
AREA: 430 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Central to the 184th Battalion portion of the facility, may be a portion of the facility corridor.
FEATURES: Built-in countertop, base cabinets and upper cabinets (8' wide min, 25" deep). Stainless steel sink, paper towel dispenser, microwave space in wall cabinet and space for full size refrigerator. Wall mounted television supports, CATV and power outlets.
DATA/VOICE REQUIREMENTS: 1 voice line.

SPACE: CAGE 1-5
DESCRIPTION: Locked storage areas for equipment.
AREA: Total area, 900 SF, divided into 5 cages.
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Direct exterior access and direct access to interior corridor.
FEATURES: Double leaf exterior doors. Chain link partitions and doors into each cage with access control. Heavy-duty shelving, 5 shelves, along each of 2 adjacent walls in each cage.

SPACE: VESTIBULE 2
DESCRIPTION: Building entry vestibule.
AREA: 60 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Exterior entry and Logistics Area.
FEATURES: Exterior and interior sidelights.

SPACE: CORRIDOR 2
DESCRIPTION: General building corridor and egress.
AREA: NA
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES:

SPACE: TOILET/SHOWER 4
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination for general use.
AREA: 80 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: TOILET/SHOWER 5

DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination for general use.
AREA: 80 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Logistics Area.
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: LOGISTICS AREA
DESCRIPTION: Open work area with 6 desks.
AREA: 280 SF
NUMBER OF OCCUPANTS: 6
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Office 5, Office 6, Office 7, Office 8 and Toilet/Shower 5.
FEATURES: Shared printer, copier and fax, built-in stand-up reception/transaction counter. Electric water cooler with cup dispenser.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 6 desks. 1 voice for fax, 1 data for printer, 1 data for copier. (Total of 7 voice, 14 data lines.)

SPACE: OFFICE 5
DESCRIPTION: Private office with visitor’s chairs.
AREA: 125 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Logistics Area.
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OFFICE 6
DESCRIPTION: Private office with visitor’s chairs.
AREA: 125 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Logistics Area.
FEATURES:
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OFFICE 7
DESCRIPTION: Private office with visitor’s chairs.
AREA: 160 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Logistics Area.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OFFICE 8
DESCRIPTION: Private office with visitor’s chairs.
AREA: 180 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous

ADJACENCY REQUIREMENTS: Logistics Area.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: TELECOM
DESCRIPTION: Room for telephone panel and NIPR and SIPR switches/network servers and related equipment.
AREA: 100 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located in facility.
FEATURES: Plywood backer board(s).
SECURITY: Construction to meet Security Classification of “Secret”, Intrusion Detection system (IDS).
DATA/VOICE REQUIREMENTS: Telephone terminal board(s), patch panel(s), NIPR and SIPR switches and related equipment.

SPACE: ELECTRICAL ROOM 2
DESCRIPTION: Room for electrical service entrance and main panel(s).
AREA: 90 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located in facility, direct exterior access. Access control.
FEATURES: Double leaf exterior doors, access control.

Note: the mechanical room is shared by the 723rd Company and the 184th Battalion.

SPACE: MECHANICAL ROOM
DESCRIPTION: Room for domestic water, fire water and natural gas service entrance and mechanical equipment.
AREA: 655 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Centrally located in facility, direct exterior access only and adequate exterior wall for required louvers.
FEATURES: Sound control. Double leaf exterior doors, access control. Floor drain.

Note: the following spaces within the 723rd Company shall be completely separate from those of the 184th Battalion.

SPACE: VESTIBULE 3
DESCRIPTION: Building entry vestibule.
AREA: 60 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Exterior entry and Waiting 2.
FEATURES: Exterior and interior sidelights.

SPACE: WAITING 2
DESCRIPTION: Entrance/facility corridor.
AREA: 180 SF
NUMBER OF OCCUPANTS: 0

HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Vestibule 3 and Break Room 2.
FEATURES:

SPACE: BREAK ROOM 2
DESCRIPTION: Break area for personnel with kitchenette, small table and lounge seating.
AREA: 300 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Waiting 2 and CQ Room.
FEATURES: Built-in countertop, base cabinets and upper cabinets (8' wide min, 25" deep). Stainless steel sink, paper towel dispenser, microwave space in wall cabinet and space for full size refrigerator. Wall mounted television supports, CATV and power outlets. Electric water cooler with cup dispenser.
DATA/VOICE REQUIREMENTS: 1 voice line.

SPACE: OCIE/COMMON STORAGE
DESCRIPTION: Equipment and general storage.
AREA: 215 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Heavy duty shelving, 5 shelves each along 2 walls.

SPACE: CQ ROOM
DESCRIPTION: Sleep room for special duty personnel.
AREA: 120 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Break Room 2.
FEATURES: Sound control, washer/dryer hook-ups.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: NBC & MISC EQUIPMENT STORAGE
DESCRIPTION: Equipment and general storage.
AREA: 330 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Central facility corridor.
FEATURES: Heavy duty shelving, 5 shelves along long wall.

SPACE: ELECTRICAL CLOSET 3
DESCRIPTION: Closet for electrical distribution panel(s).
AREA: 30 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Open to interior corridor.
FEATURES: Access control.

SPACE: TM CAGE 1-5, CD STORAGE and HEAVY TM 1-2
DESCRIPTION: Locked storage areas for equipment.
AREA: Total area, 1440 SF, divided into 8 cages.
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous

ADJACENCY REQUIREMENTS: Direct exterior access and direct access to interior corridor.
FEATURES: Overhead door with electric opener and related controls, single leaf exterior doors. Chain link partitions and doors into each cage with access control. Heavy-duty shelving, 5 rows, along each of 2 adjacent walls in each cage.

SPACE: TOILET/SHOWER 6
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination for general use.
AREA: 80 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Lockers.
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: TOILET/SHOWER 7
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination for general use.
AREA: 80 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Lockers.
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: LOCKERS
DESCRIPTION: Room for personnel’s lockers.
AREA: 330 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: 16, ½ height, lockable and numbered wardrobes.

SPACE: TRAINING ROOM
DESCRIPTION: Room for classroom type training.
AREA: 450 SF
NUMBER OF OCCUPANTS: 12, minimum.
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Waiting 3.
FEATURES: Heavy duty shelving, 5 shelves, along long wall for full width(20' wide minimum, 18" deep). Pull-down screen, provisions for ceiling mounted projector with data and power outlets. Provide for A/V equipment requirements as determined through comprehensive interior design development.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines (including A/V equipment).

SPACE: CLASSIFIED AND SECURITY OFFICE
DESCRIPTION: Work room with 2 desks and classified document storage.
AREA: 290 SF

NUMBER OF OCCUPANTS: 2
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Access from central facility corridor.
FEATURES:
SECURITY: Construction to meet Security Classification of "Secret", Intrusion Detection System (IDS).
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 2 desks. 1 voice line for fax, 1 secure voice line for fax, 1 data line for printer, 1 data line for copier. (Total of 3 voice, 1 secure voice, 6 data lines.)

SPACE: ARMS ROOM
DESCRIPTION: Arms vault for storage of weapons.
AREA: 140 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Supply/Maintenance/NBC/Training/Deployment ODP.
FEATURES: Space for shelving and secured lockers.
SECURITY: Vault construction, Intrusion detection System (IDS).

SPACE: SUPPLY/MAINTENANCE/NBC/TRAINING/DEPLOYMENT ODP
DESCRIPTION: Open work area for 10 workstations.
AREA: 1255 SF
NUMBER OF OCCUPANTS: 10
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS:
FEATURES: Shared copier and fax.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for each of 10 workstations. 1 voice line for fax, 1 data line for printer, 1 data line for copier. (Total of 11 voice, 22 data lines.)

SPACE: TOILET/SHOWER 9
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination for general use.
AREA: 80 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Supply/Maintenance/NBC Training/Deployment ODP.
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: VESTIBULE 4
DESCRIPTION: Building entry vestibule.
AREA: 60 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Exterior entry and Waiting 3.
FEATURES: Exterior and interior sidelights.

SPACE: WAITING 3
DESCRIPTION: Entrance/facility corridor and waiting alcove for Command Area 2.
AREA: 175 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous

ADJACENCY REQUIREMENTS: Vestibule 4, Command Area 2 and Training Room.
FEATURES: Electric water cooler with cup dispenser.

SPACE: TOILET/SHOWER 8
DESCRIPTION: Single occupant, unisex, handicapped accessible toilet and shower combination to serve the Command Area.
AREA: 200 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 2.
FEATURES: Sound control. Toilet, lavatory and shower. Two-roll toilet tissue dispenser, grab bars, soap dispenser, mirror, paper towel dispenser, wall mounted waste receptacle, sanitary napkin dispenser and shower curtain, hooks and rod.

SPACE: COMMAND AREA 2
DESCRIPTION: Reception desk and common work area.
AREA: 215 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Waiting 3, Response, Commander, ISG, Operations NICO, Toilet/Shower 8 and Storage.
FEATURES: Built-in desk, base cabinets and stand-up reception/transaction counter. Shared printer and fax.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines for desk. 1 voice line for fax, 1 data line for printer, 1 data line for copier. (Total of 2 voice, 4 data lines.)

SPACE: STORAGE
DESCRIPTION: Closet for general storage.
AREA: 30 SF
NUMBER OF OCCUPANTS: 0
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 2.
FEATURES: 5 shelves.

SPACE: RESPONSE
DESCRIPTION: Private office with visitor’s chairs.
AREA: 100 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 2.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: COMMANDER
DESCRIPTION: Private office with visitor’s chairs.
AREA: 170 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 2.
FEATURES: Exterior windows.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: ISG
DESCRIPTION: Private office with visitor’s chairs.
AREA: 125 SF

NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 2.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

SPACE: OPERATIONS NICO
DESCRIPTION: Private office with visitor's chairs.
AREA: 125 SF
NUMBER OF OCCUPANTS: 1
HOURS OF OPERATION: Continuous
ADJACENCY REQUIREMENTS: Command Area 2.
FEATURES: Exterior window.
DATA/VOICE REQUIREMENTS: 1 voice, 2 data lines.

End 184th Battalion and 723rd Company Facility

APPENDIX B
LIFE SAFETY/FIRE PROTECTION ANALYSIS

APPENDIX B
FIRE PROTECTION/LIFE SAFETY CODE ANALYSIS

NOTE TO DESIGNER: This document is a preliminary analysis used for concept development. It does not contain all requirements and does not relieve the designer of complete code and criteria review, compliance and documentation responsibilities during proposal preparation and final design development.

REFERENCES:
Military Handbook MIL HDBK 1008c, Fire Protection for Facilities Engineering, Design and Construction, 10 June 1997
Engineering Circular EC 1110-1-92, Classification of Type of Construction, 21 June 2000
Uniform Building Code, 1997
NFPA 101, Life Safety Code, 2000
NFPA 10, Standard for Portable Fire Extinguishers, 1998

BUILDING DESCRIPTION:
Two-Story Building, Approximately 14,000 Square Feet (52nd Group HQ)
One-Story Building, Approximately 15,700 Square Feet (184th Battalion + 723rd Company)

AUTOMATIC SPRINKLER SYSTEM: Fully Sprinklered

UBC OCCUPANCY:
Two-Story Building, B Business
One-Story Building, Mixed Use B Business and S-2 Ordinary Hazard Storage

NFPA 101 OCCUPANCY: Business (Chapter 38), Storage (Chapter 42)

CONSTRUCTION TYPE (UBC Table 5-B): Type II-N
Construction may be of any materials allowed by UBC, nonrated, noncombustible.
References: 505.2 Unlimited area increase – 60’ yards all sides
504.3 exc 2 H Occupancy less than 10% of building area

EXTERIOR WALL AND OPENING PROTECTION (UBC Table 5-A):
No requirements based on UBC Sec. 709.

FIRE RATED SEPARATIONS:
Shaft enclosures: One Hour (UBC Table 6-A)
Vertical openings: One Hour (NFPA 101 8.2.5.2).
Mechanical, Generator rooms: One Hour (NFPA 101 8.4.1.1).
Records, Storage: One Hour (MIL HDBK 1008c 4.10.5).

ATTIC DRAFT STOPS (MIL HDBK 1008c 2.2.1):
Unsprinklered attic spaces at combustible roof construction: Draft stops of gypsum board on wood or metal framing required to divide space into areas not exceeding 3,000 square feet.

OCCUPANT LOAD (NFPA 101, Table 5.1.3.2):

Occupancy	**Area**	**Occupant Load**
52nd – First Floor	8,520	86
52nd – Second Floor	5,415	55
184th - Business	6,614 (67)	71
Storage	980 (4)	
Mechanical	620	3
723rd - Business	5,693 (57)	63
Storage	1,511 (6)	

EGRESS REQUIREMENTS (NFPA 101)

CAPACITY (Table 5.3.3.1): Level Components and Ramps (Min.):
86(0.2) = 17.2 inches
55(0.2) = 11.0 inches
71(0.2) = 14.2 inches
3(0.2) = 0.6 inches
63(0.2) = 12.6 inches

MINIMUM CORRIDOR WIDTH (26.2.3.2): 44 inches

NUMBER OF EXITS (7.4.1):
Two required

MAXIMUM DEAD END (26.2.5.2, 42.2.5.3):
50 feet at Business, 100 feet at Storage

MAXIMUM COMMON PATH OF TRAVEL (26.2.5.3, 42.2.5.4):
100 feet at Business, 100 feet at Storage

MAXIMUM TRAVEL DISTANCE (26.2.6, 42.2.6.2):
300 feet at Business, 400 feet at Storage

INTERIOR FINISHES:
WALL AND CEILING FINISHES (MIL HDBK 1008c 2.7.1):
Class A in Exits and Exit Passageways.
Class A, B or C all other areas.
Class A materials shall not exceed FS 25 and SD 50.
Class B materials shall not exceed FS 75 and SD 100.
Class C materials shall not exceed FS 200 and SD 200.
Cellular Plastics not permitted.

FLOOR FINISHES (NFPA 101 26.3.3.3, 10.2.8.2):
Class I or Class II in Corridors and exits.

PORTABLE FIRE EXTINGUISHERS (NFPA 10):
Contractor to provide number and type meeting specifications of Fort McPherson/Gillem Fire Prevention Office.
Maximum travel to fire extinguisher: 75 feet
Multi-purpose fire extinguishers shall be of the following type:
ABC 10 lb Dry Chemical Minimum
4A: 8-B:C Minimum rating

Recessed or semi-recessed fire extinguisher cabinets shall be provided in occupied space. They shall be constructed of metal treated to prevent rust or corrosion. They shall be white in color and not be lockable type. Fire extinguisher shall be provided for each mechanical room, electrical room and communications room and shall be installed within the room as close to the exit as possible.

End of FIRE PROTECTION/LIFE SAFETY CODE ANALYSIS

APPENDIX C
ROOM FINISH REQUIREMENTS AND SCHEDULE

SPACE	FLOOR	BASE	WALLS	CEILING	MIN CLG HT	REMARKS
52ND GROUP HQ FACILITY - FIRST FLOOR						
VESTIBULE 1	VCT	RB	PGWB/ VWC	ATC	8'	SEE NOTE 1
STAIR 1	VCT/RUB	RB	PGWB	ATC	8'	SEE NOTE 2
CORRIDOR 1	VCT	RB	PGWB/ FWC	ATC	8'	SEE NOTE 1
MEN'S TOILET/SHOWER	CT	CT	CT	PGWB	8'	
WOMEN'S TOILET	CT	CT	CT	PGWB	8'	
WOMEN'S SHOWER	CT	CT	CT	PGWB	8'	
VENDING	VCT	RB	PGWB/ VWC	ATC	8'	SEE NOTE 1
BREAK ROOM	VCT	RB	PGWB	ATC	8'	
ELEVATOR	---	---	---	---	8'	PACKAGE FINISHES
ELEVATOR MACHINE ROOM	CONC	---	PGWB	EXP STR		
VESTIBULE 2	VCT	RB	PGWB/ VWC	ATC	8'	SEE NOTE 1
STAIR 2	VCT/RUB	RB	PGWB	ATC	8'	SEE NOTE 2
CORRIDOR 2	VCT	RB	PGWB/ VWC	ATC	8'	SEE NOTE 1
GRAPHICS AREA	CPT	RB	PGWB	ATC	8'	
TELEPHONE AND ELECTRICAL ROOM	CONC	---	PGWB	EXP STR		SEE NOTE 7
MECHANICAL ROOM	CONC	---	PGWB	EXP STR		
TRAINING/DEPLOYMENT/ PLANS	CPT	RB	PGWB	ATC	9'	
WORK AREA 1	CPT	RB	PGWB	ATC	9'	
IMO STORAGE (COMPUTER)	VCT	RB	PGWB	ATC	9'	
OFFICE 1 - TRAINING/DEPLOYMENT/ PLANS	CPT	RB	PGWB	ATC	8'	

SPACE	FLOOR	BASE	WALLS	CEILING	MIN CLG HT	REMARKS
OFFICE 2 - TRAINING/DEPLOYMENT/ PLANS	CPT	RB	PGWB	ATC	8'	
VIPPSA	CPT	RB	PGWB	ATC	9'	
OFFICE 3 -VIPPSA	CPT	RB	PGWB	ATC	8'	
EOC (S-3)	CPT	RB	PGWB	PGWB	10'	SEE NOTE 4, 7
CONFERENCE ROOM	CPT	RB	PGWB/ VWC	PGWB	10'	SEE NOTES 1,4 and 7
WAITING	CPT	RB	PGWB	PGWB	10'	SEE NOTE 4, 7
OFFICE 4 -EOC	CPT	RB	PGWB	PGWB	10'	SEE NOTE 5
OFFICE 5 -EOC	CPT	RB	PGWB	PGWB	10'	SEE NOTE 4, 7
WORK AREA 2	CPT	---	---	PGWB	10'	SEE NOTE 4, 7
52ND GROUP HQ FACILITY - SECOND FLOOR						
STAIR 1	VCT/RUB	RB	PGWB	ATC	8'	SEE NOTE 2
STAIR 2	VCT/RUB	RB	PGWB	ATC	8'	SEE NOTE 2
CORRIDOR 3	VCT/RUB	RB	PGWB/ VWC	ATC	8'	SEE NOTE 1
MEN'S TOILET	CT	CT	CT	ATC	8'	
WOMEN'S TOILET	CT	CT	CT	ATC	8'	
STORAGE ROOM	CONC	---	PGWB	EXP STR		
ELECTRICAL CLOSET	CONC	---	PGWB	EXP STR		
BUDGET OFFICE – OPEN OFFICE	CPT	RB	PGWB	ATC	9'	
BUDGET OFFICE WORK AREA	CPT	RB	PGWB	ATC	9'	
BUDGET OFFICE – PRIVATE OFFICE	CPT	RB	PGWB	ATC	9'	
TELEPHONE AND COMMUNICATION CLOSET	CONC	---	PGWB	EXP STR		
S-4 OPEN OFFICE AREA	CPT	RB	PGWB	ATC	9'	
OFFICE 6 – S-4	CPT	RB	PGWB	ATC	8'	

SPACE	FLOOR	BASE	WALLS	CEILING	MIN CLG HT	REMARKS
S-1 OPEN OFFICE AREA	CPT	RB	PGWB	ATC	9'	
OFFICE 7 – S-1	CPT	RB	PGWB	ATC	8'	
COMMAND SUITE RECEPTION AREA	CPT	RB	PGWB/ VWC	ATC	9'	SEE NOTE 1
COMMAND SUITE	CPT	RB	PGWB/ VWC	ATC	9'	SEE NOTE 1
CSM OFFICE	CPT	RB	PGWB	ATC	8'	
DCO OFFICE	CPT	RB	PGWB	ATC	8'	
COMMANDING OFFICER'S OFFICE	CPT	RB	PGWB/ VWC	ATC	9'	SEE NOTE 1
TOILET/SHOWER	CT	CT	CT	PGWB	8'	
BREAK ROOM	VCT	RB	PGWB	ATC	8'	
52ND GROUP HQ FACILITY - ATTIC						
ATTIC	CONC	---	EXP STR	EXP STR		SEE NOTE 2

SPACE	FLOOR	BASE	WALLS	CEILING	MIN CLG HT	REMARKS
184TH BATTALION FACILITY						
VESTIBULE 1	VCT	RB	PGWB	ATC	9'	
WAITING 1	CPT	RB	PGWB	ATC	9'	
OFFICE 1	CPT	RB	PGWB	ATC	9'	
COMMANDING OFFICER	CPT	RB	PGWB	ATC	9'	
OFFICE 2	CPT	RB	PGWB	ATC	9'	
COMMAND AREA 1	CPT	RB	PGWB	ATC	9'	
TOILET/SHOWER 1	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
CLOSET	CPT	RB	PGWB	ATC	9'	
CORRIDOR 1	VCT	RB	PGWB	ATC	9'	
ELECTRIC CLOSET 1	CONC	---	PGWB	EXP STR		
CONFERENCE	CPT	RB	PGWB	ATC	9'	SEE NOTE 1
SIPR	CPT	RB	PGWB	PGWB	9'	SEE NOTE 4, 7
S3	CPT	RB	PGWB	ATC	9'	
S2	CPT	RB	PGWB	ATC	9'	
HHD	CPT	RB	PGWB	ATC	9'	
OPS AREA	CPT	RB	PGWB	ATC	9'	
TOILET/SHOWER 2	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
TOILET/SHOWER 3	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
S1 PERSONNEL	CPT	RB	PGWB	ATC	9'	
OFFICE 3	CPT	RB	PGWB	ATC	8'	
WORK AREA	CPT	RB	PGWB	ATC	9'	
OFFICE 4	CPT	RB	PGWB	ATC	8'	
BREAK ROOM 1	VCT	RB	PGWB	ATC	9'	
TOILET/SHOWER 4	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
TOILET/SHOWER 5	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
VESTIBULE 2	VCT	RB	PGWB	ATC	9'	
CAGE 1-5	CONC	---	CMU	EXP STR		SEE NOTE 5
CORRIDOR 2	CPT	RB	PGWB	ATC	9'	
LOGISTICS AREA	CPT	RB	PGWB	ATC	9'	
OFFICE 5	CPT	RB	PGWB	ATC	8'	
OFFICE 6	CPT	RB	PGWB	ATC	8'	

SPACE	FLOOR	BASE	WALLS	CEILING	MIN CLG HT	REMARKS
OFFICE 7	CPT	RB	PGWB	ATC	9'	
OFFICE 8	CPT	RB	PGWB	ATC	9'	
TELECOM	CONC	---	CMU/ PGWB	EXP STR		SEE NOTE 4, 7
ELECTRICAL ROOM 2	CONC	---	CMU	EXP STR		
MECHANICAL ROOM	CONC	---	CMU	EXP STR		

SPACE	FLOOR	BASE	WALLS	CEILING	MIN CLG HT	REMARKS
723RD COMPANY FACILITY						
VESTIBULE 3	VCT	RB	PGWB	ATC	9'	
WAITING 2	VCT	RB	PGWB	ATC	9'	
BREAK ROOM 2	VCT	RB	PGWB	ATC	9'	
OCIE/COMMON STORAGE	VCT	RB	PGWB	ATC	9'	
CQ ROOM	CPT	RB	PGWB	ATC	9'	
NBC & MISC EQUIPMENT STORAGE	CONC	---	CMU/ PGWB	EXP STR		
ELECTRICAL CLOSET 3	CONC	---	PGWB	EXP STR		
TM CAGE 1-5,CD STOR & HEAVY TM 1-2	CONC	---	CMU	EXP STR		SEE NOTE 5
CORRIDOR 3	VCT	RB	PGWB	ATC	9'	
TOILET/SHOWER 6	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
TOILET/SHOWER 7	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
LOCKERS	VCT	RB	PGWB	ATC	9'	SEE NOTE 6
TRAINING ROOM	CPT	RB	PGWB	ATC	9'	
CLASSIFIED AND SECURITY OFFICE	CPT	RB	CMU	PGWB	9'	SEE NOTE 4, 7
ARMS ROOM	CONC	---	CMU	PCONC	9'	SEE NOTE 4, 8
SUPPLY/MAINTENANCE/ NBC/TRAINING/ DEPLOYMENT ODP	VCT	RB	CMU/ PGWB	ATC	9'	
TOILET/SHOWER 9	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
VESTIBULE 4	VCT	RB	PGWB	ATC	9'	
WAITING 3	CPT	RB	PGWB	ATC	9'	
TOILET/SHOWER 8	CT	CT	CT/EP	PGWB	8'	SEE NOTE 3
COMMAND AREA 2	CPT	RB	PGWB	ATC	9'	
STORAGE	CPT	RB	PGWB	ATC	9'	
RESPONSE	CPT	RB	PGWB	ATC	9'	
COMMANDER	CPT	RB	PGWB	ATC	9'	
ISG	CPT	RB	PGWB	ATC	9'	
OPERATIONS NICO	CPT	RB	PGWB	ATC	9'	

LEGEND:	
	Flooring:
CT	Ceramic Floor Tile
CONC	Sealed Concrete
CPT	Carpet
RUB	Rubber Tile
VCT	Vinyl Composition Tile
	Base:
CT	Coved Ceramic Tile Base
RB	Rubber Base
	Walls:
CT	Ceramic Wall Tile - where wainscot is indicated include bullnose trim cap.
EP	Epoxy Painted Gypsum Wallboard
VWC	Vinyl Wall Covering
CMU	Unfinished Concrete Masonry Unit
PGWB	Painted Gypsum Wallboard
	Ceiling:
ATC	Acoustical Tile Ceiling
EXP STR	Exposed to Structure
PCONC	Painted Concrete
PGWB	Painted Gypsum Wallboard

GENERAL NOTES:	
A	Where PGWB wall is indicated other finishes such as wallcovering or paneling that convey design image and provide a similar quality finish are acceptable.
B	Where ATC ceiling is indicated soffits are acceptable for design enhancement.
C	Vinyl wallcovering is not desired.
D	1" mini blinds shall be provided at all exterior windows, typical.
E	Exterior entrance pads shall have a broom finish. Exposed concrete slabs in interior rooms and slabs to receive resilient tile, carpet and ceramic tile shall have a trowel finish. Exposed concrete slabs shall be sealed.
F	Provide compatible reducers at all changes in floor material. Install reducers under door where door exists. Where no door occurs, install reducer in line with partition until perpendicular partition. At Logistics, extend from low partition to partition defining Office 5.
G	Provided performance and aesthetics requirements are met, proposer is encouraged to elect environmentally preferable product substitutions to the finishes shown especially vinyl based products.
KEYED NOTES:	
1	Install stained wood chair rail with top at 36" AFF with painted GWB above and FWC below.
2	VCT hall be on 1st floor landing only. Stairs shall have rubber nosings and treads. Intermediate and second floor landings shall have rubber tile. Attic landing shall be exposed concrete.
3	Install ceramic tile for full height at shower enclosures and behind water closet for full width of wall. Install ceramic tile wainscot and cap for all other walls within toilet area.
4	Finishes within this room should offer resistance to, and evidence of, unauthorized entry
5	Welded wire enclosures shall be full height floor to structure, heavy duty # 6 W&M gauge with 2" diamond pattern. Height of doors shall be coordinated with user.
6	Lockers shall two tiered units with nominal dimensions of 36" wide by 36" deep by 42" high to house deployment gear. Provide one compartment for each personnel.
7	construction requirements for rooms with 'Secret' classification governed by latest adopted version of publication AR 380-5, 'Appendix H Classified Document and Materiel Storage'
8	Construction requirements for 'Arms Vault' governed by latest adopted version of publication AR 190-11, 'Physical Security of Arms, Ammunition, and Explosives'

APPENDIX D
SPiRiT REQUIREMENTS AND POINT SUMMARY

APPENDIX D

SPIRIT REQUIREMENTS AND SUMMARY TABLE

	SPIRIT Requirements and Summary Table	Maximum points possible	Mandatory points in RFP	Proposal points	
PAR	**FEATURE**				**REMARKS**
NOTE: SEE SPIRIT TEXT FOR FULL DESCRIPTION OF REQUIREMENTS FOR EACH ITEM.					
COMPLIANCE IS REQUIRED IF "R" OR A NUMBER GREATER THAN ZERO APPEARS IN THE					
MANDATORY POINTS COLUMN					
1.R1	Sediment/Erosion Control Plan	R	R	R	RFP requirement
1.C1	Avoid undesirable sites	1			
	Site adjacencies/compatibility	1			
1.C2	Increase density	1			
	Minimize new infrastructure	1			
1.C3	Brownfield	1			
1.C4	Proximity to transit system	1			
	Bike racks & showers	1			
	Proximity to alternative fuel station	1			
	Parking capacity, carpool parking	1			
1.C5	Limited site disturbance , restoration	1			
	Reduced footprint	1			
1.C6	Stormwater runoff rate	1			
	Stormwater treatment	1			
1.C7	Reduce site heat islands	1			
	Reduce roof heat islands	1			
1.C8	Reduce light pollution	1			
1.C9	optimize site features	1			
1.C10	Cluster facilities	1			
	Mitigate offsite impacts	1			
1.C11	Site Ecology	1			
2.C1	High efficiecy irrigation/recycle site water	1			
	no irrigation	1			
2.C2	Innovative wastewater technologies	1			
2.C3	20% Water use reduction	1			
	30% Water use reduction	1			
3.R1	Building commissioning	R	R	R	RFP requirement
3.R2	Minimum energy performance	R	R	R	RFP requirement
3.R3	CFC Reduction	R	R	R	RFP requirement
3.C1	Optimize energy performance	20			
3.C2	5% Onsite renewable energy	1			
	10% onsite renewable energy	2			
	15% onsite renewable energy	3			
	20% onsite renewable energy	4			
3.C3	Additional commissioning	1			
3.C5	Measurement and verification	1			
3.C6	Green power	1			
3.C7	Distributed generation	1			
4.R1	Storage & collection of recyclables	R	R	R	RFP requirement
4.C1	Building reuse	3			
4.C2	Reduce construction waste	1			
	Reduce construction waste addl	1			

APPENDIX D

SPIRIT REQUIREMENTS AND SUMMARY TABLE

4.C3	Salvage/reused materials	1			
	Salvage/reused materials addl	1			
4.C4	Materials recycled content	1			
	Addl materials recycled content	1			
4.C5	Regionally manufactured materials	1			
	Regionally extracted materials	1			
4.C6	Rapidly renewable materials	1			
4.C7	Certified wood	1			
5.R1	Minimum IAQ performance	R	R	R	RFP requirement
5.R2	Environmental tobacco smoke	R	R	R	RFP requirement
5.C1	IAQ monitoring	1			
5.C2	Increase ventilation effectiveness	1			
5.C3	SMACNA/absorptive mtls/filtration	1			
	Flushout/baseline IAQ test	1			
5.C4	Adhesive/sealant VOC	1			
	Green Seal paints & coatings	1			
	CRI Green Label carpet	1			
	No urea/formaldehyde resins	1			
5.C5	Indoor pollutant source control	1			
5.C6	Operable windows, perimeter light controls	1			
	Non-perimeter controls	1			
5.C7	ASHRAE thermal comfort stds	1			
	Temperature/humidity monitoring	1			
5.C8	75% daylighting	1			
	90% outdoor view	1			
5.C9	Noise control	1			
5.C10	IAQ management plan	1			
6.C1	Team leader experience	1			
	Train team	1			
	Identify project goals	1			
	Charettes	1			
	Resolve tradeoffs	1			
	Document results	1			
7.C1	Develop O&M plan	2			
	Durable materials	1			
7.C2	Quality indoor environment	1			
	Functional work environment	1			
	Healthy work environment	1			
8.C1	Determine functional life	1			
	Determine building life	1			
8.C2	Design for future uses	1			
	Minimize building size	1			
	TOTAL	100			

APPENDIX E
GEOTECHNICAL INFORMATION

SUBSURFACE EXPLORATION
AND
GEOTECHNICAL ENGINEERING REPORT
(PRELIMINARY)

EOD GROUP HEADQUARTERS AND COMPANY OPS FACILITIES
L.I. 17620, FY-02
Ft. Gillem, Georgia

By
Soils Section
Geotechnical & HTRW Branch
U.S. Army Engineer District, Savannah

10 May 2002

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APPENDIX

One-Point and Two-Point Compaction Methods

SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING REPORT
(PRELIMINARY)

EOD GROUP HEADQUARTERS AND COMPANY OPS FACILITIES
L.I. 17620, FY-02
Fort Gillem, Georgia

10 May 2002

1. PURPOSE. The Government has conducted a preliminary geotechnical investigation for the proposed project. This report provides an overview of the site conditions, including subsurface soil and groundwater conditions, and preliminary recommendations pertaining to the geotechnical design and construction of the project.

2. QUALIFICATION OF REPORT. The field explorations performed for this report were made to determine the subsurface soil and groundwater conditions and were not intended to serve as an assessment of site environmental conditions. No effort was made to define, delineate, or designate any areas of environmental concern or of contamination. Any recommendations regarding drainage and earthwork construction are made on the basis that such work can be performed in accordance with applicable laws pertaining to environmental contamination.

3. PROJECT DESCRIPTION. The EOD Group Headquarters and Company Ops Facilities project consists of the design, site preparation and construction of two new buildings on a mostly vacant site, the demolition of three existing structures, and associated miscellaneous improvements on the site. One of the buildings will be the 52nd EOD Group Headquarters Building, the other will be the 184th Battalion/723rd Company Building.

The project facilities will house the 52nd Explosive Ordnance Group Headquarters, Very Important Persons Protection Support Activity (VIPPSA), the 184th Explosive Ordnance Battalion and 723rd Ordnance Company. Administrative functions, training facilities, equipment, briefing areas, mission related equipment and transport and personnel effects storage and other functions related to the EOD will be accommodated. All required antiterrorism/force protection measures will be incorporated into the facilities and grounds.

Since the project will be constructed under a design/build contract, detailed structural information for the proposed buildings is unavailable. However, some of the pertinent design features are as follows:

52nd EOD Group HQ Building: The building will have two stories. The floor system will be of composite steel beam and slab construction. The slab system is 5-¼ inches, comprised of 3-¼ inches of light weight concrete over 2-inch deep steel composite deck. The slabs are supported by composite wide flange beams; a complete steel frame will be provided. Exterior wall construction will be non-loadbearing concrete masonry construction with brick veneer. Columns

will be steel HSS members. Lateral forces will be resisted by concentrically braced HSS members or reinforced CMU shear walls.

Roof construction will consist of open web steel joists spanning to wide flange beams. The roof system will be a standing seam metal roof attached to rigid insulation over metal roof deck. The metal roof deck will serve as the structural diaphragm.

184th Battalion Building /723rd Company Building: The building will be single story. The structural system will consist of engineered light gauge metal trusses at maximum 4-foot centers. The trusses are supported by exterior walls and a center, intermediate loadbearing wall of 8-inch reinforced concrete masonry. Roof construction will be a structural standing seam metal roof mechanically fastened through rigid insulation to wide rib metal roof deck, which spans to the trusses and provides the structural diaphragm for lateral forces. Lateral force resistance will be provided by the reinforced concrete masonry acting as shear walls.

4. EXPLORATION PROCEDURES.

a. Site Reconnaissance. Prior to the field exploration, the site and surrounding areas were visually inspected by a geotechnical engineer. The observations were used in planning the exploration, in determining areas of special interest, and in relating site conditions to known geologic conditions in the area.

b. Field Exploration.

(1) Subsurface conditions at the project site were explored by thirteen soil test borings (designated B-1 through B-13) drilled at the approximate locations shown on the Soil Test Boring Location Plans included in the drawings with this RFP. Depths of the borings ranged from 5 to 25 feet below existing ground surface.

(2) Boring locations were established in the field by an engineer by measuring distances and estimating right angles from existing buildings, roads, sidewalks, and other features. The ground surface elevation at each boring location was determined by interpolation from the site topography survey. Since the measurements were not precise, the locations shown on the boring location plan and the elevations on the boring logs should be considered approximate.

(3) The test borings were drilled by Preston Testing and Engineering Co., Inc., Macon, Georgia, under contract to the Savannah District. The borings were drilled with a truck-mounted CME 55 drill rig; a 2.25 inch hollow-stem auger was used to advance the boreholes. Split-barrel sampling with Standard Penetration Testing (SPT) was performed at intervals shown on the boring logs. All soil sampling and Standard Penetration Testing were in substantial accordance with ASTM D 1586. In the Standard Penetration Test, a soil sample is obtained with a standard 1 ½ inch I.D. by 2 inch O.D. split-barrel sampler. The sampler is first seated 6 inches and then driven an additional 12 inches with blows from a 140-pound hammer falling a distance of 30 inches. The number of blows required to drive the sampler the final 12 inches is recorded and is termed the “standard penetration resistance”, or the “N-value”. Penetration resistance, when properly evaluated, is an index of the soil’s strength, density, and foundation

support capability. Groundwater levels were measured in the boreholes during drilling and again at 24 hours following completion of drilling, unless the borehole was backfilled immediately.

(4) Representative portions of the soil samples taken in the field were sealed in airtight containers and transported to the driller's laboratory where they were examined by an engineer to confirm the driller's field classifications. Classification of the soil samples was performed in general accordance with ASTM D 2488 (Visual-Manual Procedure for Description of Soils). The soil classifications include the use of the Unified Soil Classification System described in ASTM D 2487 (Classification of Soils for Engineering Purposes). Since the soil descriptions and classifications are based on visual examination, they should be considered approximate, except where samples were subjected to laboratory testing, as described below.

(5) Soil boring logs graphically depicting soil descriptions, standard penetration resistances, and observed groundwater levels are shown on the drawings with this RFP.

c. Laboratory Soils Testing. Eight of the samples were selected for grain-size distribution and Atterberg limits testing. The purpose of the laboratory testing was to aid in our evaluation of the subsurface soils and in confirming the field classifications. The laboratory tests were performed in substantial accordance with applicable ASTM standards. Results of the laboratory testing are shown on the drawings included with this RFP

5. SITE AND SUBSURFACE CONDITIONS.

a. Site Description

The proposed site for the new EOD Group Headquarters and Company Ops Facilities is located on Hood Avenue, between North "O" Avenue, North 26th Street, North 29th Street and Hood Avenue. A good portion of the site is open and grassed; however, there remains considerable remnants of a previously well-developed infrastructure which will require removal. The remnants include three existing structures, the foundations of a demolished building, sidewalks, concrete pavements, gravel parking areas, and fencing. North "P" and "Q" Avenues intersect the site and will be removed. The site slopes both northerly and westerly from an elevation of 960 feet near the intersection of Hood Avenue and 25th Street to an elevation of about 943 along North 29th Street and North "O" Avenue.

b. Area and Site Geology.

Fort Gillem is located in the Piedmont geologic region, a part of an area that has been subjected to several periods of metamorphism, folding, faulting, and some granitic intrusions. The bedrock underlying the installation is considered Precambrian age (approximately 600 million years) and weathering of the complex crystalline, principally gneissic bedrock, has formed a thick surficial blanket of residual soil identified as saprolite. This material is an earthy, clay-rich soil which has formed in-place by chemical weathering of the underlying bedrock. The zone of saprolite along with partially weathered rock, varies in thickness regionally from less than a 3 feet to over 98 feet and generally overlies unweathered crystalline gneissic bedrock in the vicinity of Fort Gillem. The degree of weathering commonly decreases with depth,

following a transition from clay or silt to sand, to partially weathered rock, to hard unweathered granitic gneiss bedrock. The residual soils consist mainly of micaceous saprolite ranging from clay and silt to fine-grained sand with some gravel.

c. Subsurface Conditions.

(1) The soil profile, to the maximum depth of the borings, at the project site is rather homogeneous, consisting primarily of micaceous, silty fine to medium sand. There are occasional interbedded layers of micaceous, sandy silt. Residuum and/or fill materials were encountered at the surface in borings B-1, and B-8 through B-13. These materials are brown and red in color while the other soils are mostly light in color; tan, gray or white. The residuum/fill materials range in thickness from 2 to 5 feet, the maximum depth of the shallow borings B-1 and B-10 through B-13. The standard penetration resistances, or N-values, ranged from 3 to 21, with the high values in the extreme lower portions of the borings. The preponderance of the N-values ranged between 5 and 9, indicating loose density.

(2) The above subsurface descriptions are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs shown on the drawings should be reviewed for specific information at individual boring locations. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between the subsurface materials; the actual transition may be gradual.

d. Groundwater Conditions.

(1) Water levels were measured in the borings at time of drilling, and for those boreholes permitted to remain open, again at about 24 hours. Water levels were encountered during drilling in only two borings, B-8 and B-9. Water levels of 20 and 16 feet below ground surface were measured in these borings, respectively. The two borings were backfilled immediately upon completion of drilling. Water levels of 20 feet below ground surface were measured after 24 hours in borings B-6 and B-7, although no water was encountered during the drilling of each boring. Twenty-four hour readings were taken in borings B-2 through B-7; all other borings were backfilled immediately upon completion of drilling.

(2) Groundwater depths or elevations shown on the boring logs represent groundwater encountered on the dates shown. Absence of groundwater data for certain borings implies that no data is available, but does not necessarily mean that groundwater will not be encountered at the locations of those borings. Groundwater levels will fluctuate with seasonal and climatic variations, variations in subsurface soil conditions, and construction operations. Therefore, groundwater conditions in the future, and at other locations on the site, may differ from the conditions encountered at the boring locations, on the dates the borings were performed.

6. ENGINEERING EVALUATIONS AND RECOMMENDATIONS.

a. General. The following conclusions and recommendations are based on the information available on the proposed structures, observations made at the project site, interpretation of the data obtained from the soil test borings, and our experience with soils and subsurface conditions similar to those encountered at the site. Since the test borings represent a very small statistical sampling of the subsurface conditions, it is possible that subsurface conditions substantially different from those indicated by the test borings could be encountered during the construction. In such instances, adjustments to the design and construction of the proposed structures might be necessary, depending on the actual conditions.

b. General Site Preparation. The demolition of structures, foundation remnants, concrete pavements, and site utilities will be required to prepare the site for construction. Following demolition, clearing and removal, the construction areas should be grubbed and stripped of all vegetation, topsoil, organics, remnants of foundations and other deleterious materials. Clean topsoil can be stockpiled and reused in landscaped areas. It is recommended that the zone of stripping extend a minimum of 10 feet beyond the outer edges of the structures and pavement. Any existing utilities in construction areas should be located and rerouted, as necessary.

c. Foundation Design and Construction.

(1) Given the proposed site and the proposed types of structures, it is our opinion that shallow spread foundations can be used for support of the proposed buildings.

(2) Footings should be supported on the natural in situ soils or on properly compacted structural fill. Column footings and loadbearing wall footings should have minimum dimensions of 30 and 24 inches, respectively, and should be located at a minimum depth of 24 inches below finish floor or finish grade, as appropriate. Non-loadbearing wall footings should have a minimum width of 18 inches and should be located at a depth of 18 inches below finish floor or finish grade, as appropriate.

(3) Foundation excavations should be concreted as soon as practical following excavation. Exposure to the environment could weaken the soils at the footing bearing level should the foundation excavations remain open for an extended period of time. Bottoms of foundation excavations should be inspected immediately prior to placement of reinforcing steel and concrete to verify that adequate bearing soils are present and that all debris, mud, and loose, frozen or water softened soils are removed. If the bearing surface soils have been softened by surface water intrusion or by exposure, the softened soils must be removed to firm bearing, and replaced with additional concrete during the concreting, or replaced to design subgrade with No. 57 or No. 67 stone, compacted to a non-yielding condition. To minimize exposure, the final excavation (4 to 6 inches) to design subgrade could be delayed until just prior to placement of reinforcing steel and concreting. Foundation excavations must be maintained in a drained/dewatered condition throughout the foundation construction process.

d. Site Classification for Seismic Design. The project site should be classified as Site Class D for the purpose of determining maximum considered earth spectral response accelerations S_{MS} and S_{MI} in accordance with "NEHRP" Recommended Provisions for Seismic Regulations for New Buildings and Other Structures," 1997 Edition.

e. Concrete Slabs-On-Grade.

(1) Based upon our past experience and the subsurface conditions encountered at the site, concrete floor slabs can be supported on densified in situ soils or on fill soils placed and compacted in accordance with the recommendations presented in this report regarding structural fill. We recommend that all concrete slabs-on-grade in inhabitable areas, including storage areas, be underlain by a minimum of 4 inches of open graded, washed pea gravel, or stone, often termed "capillary water barrier," to prevent the capillary rise of groundwater. Nos. 57, 67, 78, or 89 stone could be used. We also recommend that a moisture vapor barrier consisting of lapped polyethylene sheeting having a minimum thickness of 6 mils be provided beneath the building floor slabs to reduce the potential for slab dampness from soil moisture. Concrete slabs should be jointed around columns and along supported walls to minimize cracking due to possible differential movement.

(2) Construction activities and exposure to the environment often cause deterioration of the prepared slab-on-grade subgrade. Therefore, we recommend that the slab subgrade soil be inspected and evaluated immediately prior to floor slab construction. The evaluation might include a combination of visual observations, hand rod probing and field density tests to verify that the subgrade has been properly prepared. If unstable soil is revealed, the affected soil should be removed to firm bearing, and replaced to design subgrade with suitable structural fill soil placed and compacted as recommended, or replaced with additional capillary water barrier material.

f. Groundwater Considerations. Water should not be allowed to collect near the foundation or on floor slab areas of the building either during or after construction. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, groundwater, or surface runoff. Positive site drainage should be provided to reduce infiltration of surface water around the perimeter of the building and beneath the floor slabs.

g. Structural Fill. In order to achieve high density structural fill, the following evaluations and recommendations are offered:

(1) Based on the soil test borings, excavated on-site soils (excluding any organics and debris) can be used as structural fill. Some moisture content adjustment will probably be necessary to achieve proper compaction. If water must be added, it should be uniformly applied and thoroughly mixed into the soil by discing.

(2) We recommend that the contractor have appropriate disc harrows on site during earthwork for both drying and wetting the soils.

(3) Materials selected for use as structural fill should be free from roots and other organic matter, trash, debris, and frozen soil, and stones larger than 3 inches in any dimension. The following soils represented by their Unified Soil Classification System (ASTM D 2487) group

symbols will be suitable for use as structural fill: GC, GM, SP, SW, SC, SM, CL, and ML. The following soil types are considered unsuitable: Pt, OH, OL, GP, GW, MH, and CH.

(4) Suitable fill soils should be placed in lifts of maximum 8 inches loose measurement. The soil should be compacted by mechanical means such as steel drum, sheepsfoot, tamping, or rubber-tired rollers. Compaction of clays is best accomplished with a sheepsfoot or tamping roller. Periodically rolling with heavily loaded, rubber-tired equipment may be desirable to seal the surface of the compacted fill, thus reducing the potential for absorption of surface water following a rain. This sealing operation is particularly important at the end of the workday and at the end of the week. Within confined areas or foundation excavations, we recommend the use of manually operated, internal combustion activated compactors ("wacker packers" or sled tamps). The compactors should have sufficient weight and striking power to produce the same degree of compaction that is obtained on the other portions of the fill by the rolling equipment as specified. Where hand operated equipment is used, the soils should be placed in lifts of maximum 4 inches loose measurement.

(5) We recommend the structural fill and subgrades be compacted to the following minimum percents of the modified Proctor maximum dry density (ASTM D 1557):

Beneath structures and building slabs, to 5 feet beyond building and structure line, around footings and in trenches	90 percent
Beneath paved areas, except top 12 inches	90 percent
Beneath paved areas, top 12 inches	95 percent
Beneath sidewalks and grassed areas	85 percent

h. Construction Quality Control Testing.

(1) Prior to initiating any structural fill placement and/or compaction operations, we recommend that representative samples of the soils which will be used as structural fill or subgrade, both suitable on-site soils and off-site soils (borrow), be obtained and tested to determine their classification and compaction characteristics. The samples should be carefully selected to represent the full range of soil types to be used. The moisture content, maximum dry density, optimum moisture content, grain-size and plasticity characteristics should be determined. These tests are required to determine if the fill and subgrade soils are acceptable and for compaction quality control of the subgrades and structural fill. Tests for the above soil properties should be in accordance with the following:

Moisture Content	ASTM D 2216
Maximum Dry Density and Optimum Moisture	ASTM D 1557
Grain-Size (Wash No. 200, less hydrometer)	ASTM D 422 and D 1140
Plasticity	ASTM D 4318

(2) A representative number of in-place field density tests should be performed in the subgrade of compacted on-site soils and in the structural fill and backfill to confirm that the required degree of compaction has been obtained. In-place density tests should be performed in accordance with the sand cone method prescribed in ASTM D 1556. We recommend at least one density test be performed for each 5000 square feet, or portion thereof, of compacted existing on-site soils, subgrades, and in each lift of compacted structural fill. We also recommend that at least one density test be performed for each 75 linear feet in the bearing level soils of continuous footings. Density tests should be performed at 100-foot intervals along roadway subgrade soils. In addition, a density test should be performed for each 150 linear feet of backfill placed per foot of depth in trenches for utilities systems. Where other areas are compacted separately by manually operated compactors, a minimum of one density test should be performed for every 250 square feet, or portion thereof, of fill placed per foot of depth.

(3) Compaction control of soils requires the comparison of fill water content and dry density values obtained in the field density tests with optimum water content and maximum dry density. The performance of a laboratory compaction test on material from each field density test would provide the most accurate relation of the in-place material to optimum water content and maximum density, but it is not feasible to do this as the testing could not keep pace with fill construction. We recommend that compaction control of the earthwork construction be performed using a "family" of compaction curves and the one-point or two-point compaction methods. Excerpts from construction specifications, which describe the approach and its use, are included in the Appendix.

(4) Any area that does not meet the required compaction criteria should be reworked, and retested. If the moisture content of the soil is within the recommended range, additional compaction may be all that is necessary to increase the density. If the moisture content is not within the recommended range, then, the moisture content should be adjusted to within the range, and the area recompacted.

(5) All laboratory and field density testing should be performed by an approved commercial testing laboratory qualified in this type of work.

APPENDIX

One-Point and Two-Point Compaction Methods

Compaction Control

For fine grained (clayey and silty) soils and for sands with appreciable fines such that normal shaped compaction curves are obtained, results of all compaction tests shall be plotted on a common plot as a family of curves. For each field density test performed, a one-point compaction test, with additional points as needed, shall be performed on the same material on which the field density test was conducted. The one-point compaction test shall be performed on the dry side of the optimum moisture content. For comparison of field density data to the proper laboratory compaction test results, the procedures for the one-point and/or two-point compaction control methods as described in paragraph Compaction Procedure, shall be used. Compaction curves plotted on the family of curves shall be of such a scale that the optimum moisture content can be interpreted to the nearest 0.1 percent and the maximum dry density can be interpreted to the nearest 0.1 pcf(or 2 kg/m^3). When a one-point test plots outside the range of the family of curves, an additional five-point compaction test shall be performed.

Compaction Procedure

General

The following paragraphs describe methods of relating field density data to desired or specified values. Compaction control of soils requires comparison of fill water content and/or dry density values obtained in field density tests with optimum water content and/or maximum dry density. At a minimum, control shall be in accordance with the One-Point Compaction Method. Where conditions require, the Two-Point Compaction Method shall be used.

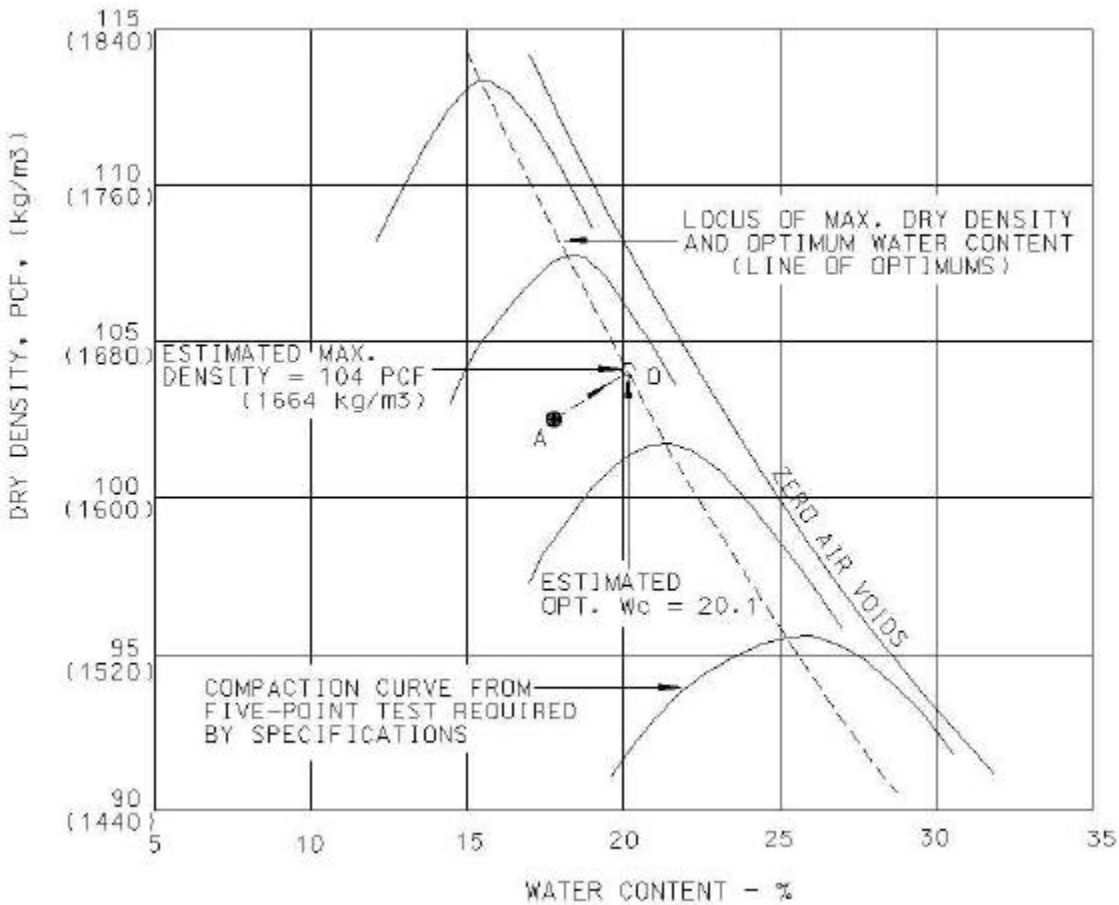
One-Point Compaction Method

The material from the field density test is allowed to dry to a water content on the dry side of estimated optimum, and then compacted using the same equipment and procedures used in the five-point compaction test. Thorough mixing is required to obtain uniform drying; otherwise, results obtained may be erroneous. The water content and dry density of the compacted sample are determined and then used to estimate its optimum water content and maximum dry density as illustrated in Figure 1 at the end of this section. In Figure 1, the line of optimums is well defined and the compaction curves are approximately parallel to each other, consequently, the one-point compaction method could be used with a relatively high degree of confidence. However, in Figure 2 at the end of this section, the curves are not parallel to each other and in several instances will cross if extended on the dry side. Consequently, the correct curve cannot be determined from the one-point method; therefore, the two-point compaction method should be used. The one-point method should be used only when the data define a relatively good line of optimums.

Two-Point Compaction Method

In the two-point test, one sample of material from the location of the field density test is compacted at the fill water content if thought to be at or on the dry side of optimum water content (otherwise, reduced by drying to this condition) using the same equipment and

procedures used in the five-point compaction test. A second sample of material is allowed to dry back about 2 to 3 percentage points dry of the water content of the first sample and then compacted in the same manner. At least one point shall fall within 3 percent of the line of optimums. After compaction, the water contents and dry densities for the two samples are determined. The results are used to identify the appropriate compaction curve for the material being tested as shown in Figure 2 at the end of this section. The data shown in Figure 2 warrant the use of the two-point compaction test because the five-point compaction curves are not parallel. Using point A only, as in the one-point test method, would result in appreciable error as the shape of the curve would not be defined. The estimated compaction curve can be more accurately defined by two compaction points.



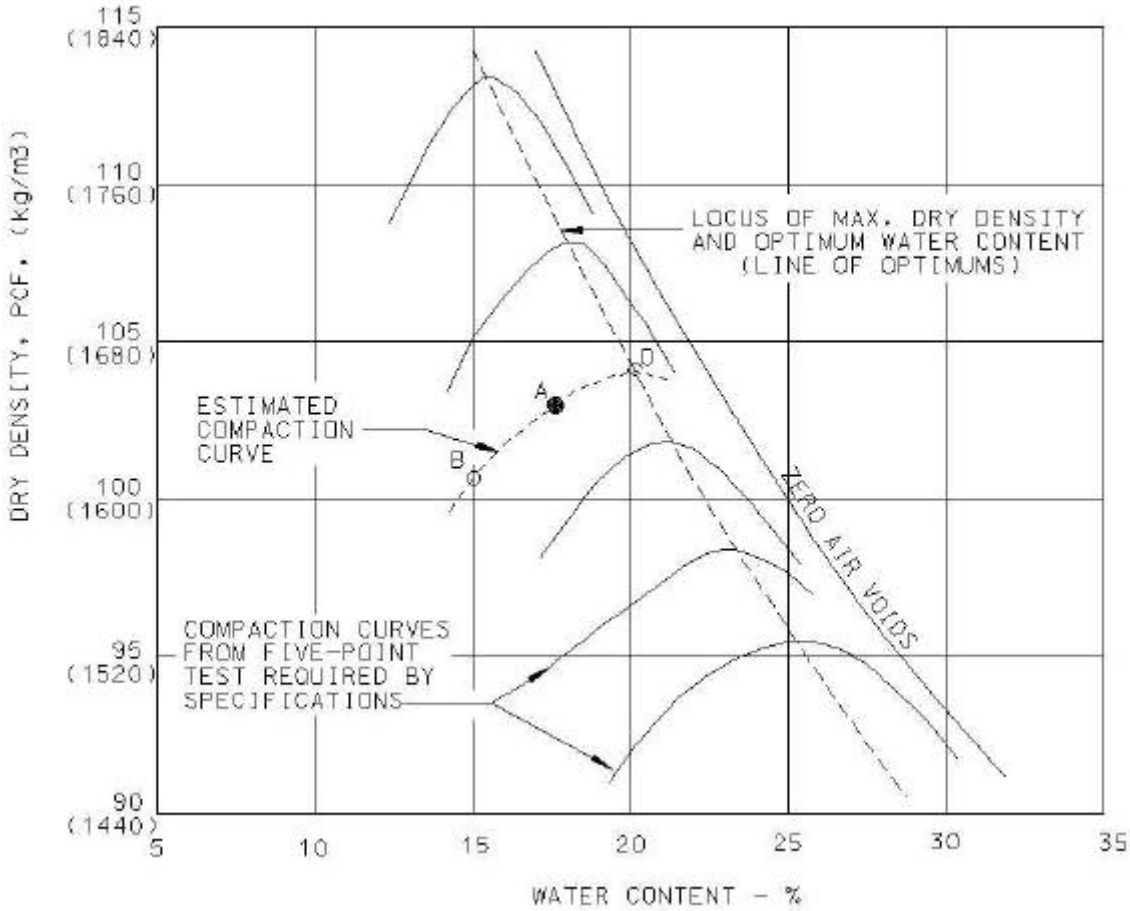
PROCEDURE:

1. Point A is the result of a one-point compaction test on material from field density test. This point must be on the dry side of optimum water content.

2. Point O is the estimated optimum water content and maximum density of the fill material based on a projection of point A approximately parallel to the adjacent compaction curves.

3. Point A must plot within 3 percent of the line of optimums.

Figure 1. Illustration of one-point compaction method.



PROCEDURE:

1. Points A and B are results of a two-point compaction test on material from field density test. Points A and B must be on the dry side of optimum water content.

2. The estimated compaction curve based on Points A and B establishes Point O on the locus, which is the estimated maximum dry density and optimum water content of the fill material.

3. One point must plot within 3 percent of the line of optimums.

Figure 2. Illustration of two-point compaction method.