US Army Corps
of Engineers
Savannah District

Savannah and Brunswick Harbors Georgia

Solicitation Number
W912HN-05-B-0003
IDIQ for Dike and Disposal Area Maintenance for Savannah and Brunswick Harbors, Georgia
FY-05
August 2005

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

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Attachment 1 to Section 00800

Technical Specifications - Divisions 1 and 2

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W912HN-05-B-0003-0001	2. TYPE OF SOLICITATION [X] SEALED BID (IFB) [ ] NEGOTIATED *(RFP)*	3. DATE ISSUED 22-Aug-2005	PAGE OF PAGES 1 OF 186

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 W912HN	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
US ARMY ENGINEER DISTRICT SAVANNAH 100 W OGLETHORPE AVENUE SAVANNAH GA 31401-3640 TEL: FAX:	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	SHARON H GODBEE	912/652-5400

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):*

Contract Specailist: Sharon Godbee, 912/652-5400 E-Mail: Sharon.H.Godbee@sas.usace.army.mil

Indefinite Delivery Indefinite Quantity Contract for Dike and Disposal Area Maiintenance for Savannah and Brunswick Harbor, Georgia

HUBZONE SET- ASIDE: Competition will be 100% Set-Aside for Historically Underutilized Business Zone (HUBZone) certified construction firms. Bids from other than HUBzone Small Business Concerns will not be considered. Offerors must be eligible as determined by the Small Business Administration & Appear on the List of Qualified HUBZone Small Business concerns located at SBA's wesite http://www.sba.gov/hubzone.

See Scetiron 800 - Commencement, Prosecution & Completion of Work for Performance Period.

11. The Contractor shall begin performance within _____calendar days and complete it within _____ calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [ ] mandatory, [ ] negotiable. *(See* * See 800 *.)*

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 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM *(hour)* local time 21 Sep 2005 *(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 [X] is, [ ] is not required.

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

D. Offers providing less than 60 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 C

INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR DIKE AND DISPOSAL AREA MAINTENANCE LOCATED ADJACENT TO SAVANNAH HARBOR & BRUNSWICK HARBOR MATERIAL CONTAINMENT AREAS

NOTES:

a. Quantities are estimated and are to be used for evaluation purposes only.

b. Contractor shall provide with their proposal a minimum of three references for contracts similar in size, scope and complexity with the work required in the specifications, with monetary value, company name, address, point of contact, phone number and fax number.

c. The contract will be a firm fixed price Indefinite Delivery Indefinite Quantity type contract consisting of a base year period and two one-year option periods. The contract maximum amount per year is $2,000,000.00 for the base year period and a maximum of $2,000,000.00 for each two one-year option periods.

d. The contract minimum guaranteed amount is $5,000.00 for the base year period.

e. HAND-CARRIED OR MAILED PROPOSALS:

All proposals must be clearly identified with the contractor's name and address. To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the Request for Proposal No. Due Date of Proposal, Time by which Proposals are Due, and Title of Project.

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

Proposals delivered by commercial carrier and those sent by U.S. Mail, including U.S. Express Mail, must be addressed as indicated below. Proposal shall not be addressed to any specific person.

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

Mailroom personnel on the first floor of 100 West Oglethorpe Avenue must receive proposal sent by U.S. Mail or delivered by commercial carrier by the time specified in Block 13 of SF 1442 for receipt of proposals.

Offerors are cautioned that proposals sent via United Sates Postal Service Express Mail are fist delivered to the Savannah District Post Office Box instead of 100 West Oglethorpe Avenue, “the office designated for receipt of proposals” therefore, allow sufficient mailing time.

Hand-carried proposals also must be delivered to mailroom personnel on the first floor of 100 West Oglethorpe Avenue by the time specified in Block 13 SF 1442 for receipt of proposals.

Offerors are cautioned that there is no parking in or around the building, therefore, when hand-delivering proposals, sufficient time should be allowed for transporting of proposal packages from your vehicle to mailroom personnel.

f. All prices listed herein are to include all materials and labor required to provide a complete furnished product.

g. Sizes listed for equipment are the minimum acceptable sizes to be used in performing the work for this contract. The Government does not guarantee that the sizes listed will be most efficient to complete the required work or that the sizes listed will be large enough to perform required work in task orders.

h. An hour defined as an hour of satisfactory performance of work meeting specified requirements as specified requirements as determined by the Contracting Officer.

i. NOTE: Section 700 - Contract Clauses includes 52.228-13 “ALTERNATIVE PAYMENT PROTECTIONS (Jul 2000)”, and 52.228-15 “PERFORMANCE & PAYMENT BONDS – CONSTRUCTION (Jul 2000)”. Bonding requirements shall be applied at the individual task order level. For task orders between $25,000 and $100,000, FAR Clause 52.228-13 shall apply. For task orders exceeding $100,000, FAR 52.228-15 shall apply.

j. All prices listed herein are to include all materials and labor required to provide a complete furnished product

k. Sizes listed for equipment are the minimum acceptable sizes to be used in performing the work for this contract. The Government does not guarantee that the sizes listed will be most efficient to complete the required work or that the sizes listed will be large enough to perform required work in task orders.

l. An hour is defined as an hour of satisfactory performance of work meeting specified requirements as specified requirements as determined by the Contracting Officer.

TOTAL BASE BID PLUS OPTIONS 1 & 2
– LINE ITEMS 0001 THRU 0102 - $_____

ITEM NO	SUPPLIES/SERVICES
0001	MOBILIZATION/DEMOBILIZATION (BASE PERIOD)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0001AA	Mobilization/Demobilization to Savannah Harbor (Base Period)	20	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0001AB	Mobilization/Demobilization from Savannah Harbor to Jones/Oysterbed Island (Base Period)	5	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0001AC	Mobilization/Demobilization from Savannah Harbor to Disposal Area 2A (Base Period)	5	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0001AD	Mobilization/Demobilization from Savannah Harbor to Offshore Bird Island	2	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0001AE	Mobilization/Demobilization Interior Bird Island (Base Period)	12	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0001AF	Mobilization/Demobilization to Andrews Island - Brunswick, Georgia (Base Period)	3	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0002		500	Hours	$_____	$_____
	Pontoon Rotary Ditcher with Winch Truck - Furnish all Labor, Materials, and Equipment to Operate Equipment (Base Period)				

ITEM NO	SUPPLIES/SERVICES
0003	
	MOWING - FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PERFORM MOWING (BASE PERIOD)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0003AA		745	Acre	$_____	$_____
	Mowing - During Mowing Season Furnish all Labor, Materials, and Equipment to Perform Mowing (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0003AB		265	Acre	$_____	$_____
	Mowing - Non Mowing Season Furnish all Labor, Materials, and Equipment to Perform Mowing (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0004	Tractor with Tree Cutter (able to cut trees up to 6" diameter) (Minimum of 80 HP) Furnish all Labor, Materials, and Equipment to Perform Tree Cutting (Base Period)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0005	Tractor Dozer - Furnish all Labor, Materials, and Equipment to Operate Dozer (Base Period)	600	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0006	Front-End Loader (Minimum 2 Cubic Yards) Furnish all Labor, Materials, and Equipment to Operate Loader (Base Period)	200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0007	Highway Dump Truck (Minimum 12 CubicYards) - Furnish all Labor, Materials, and Equipment to Operate Truck (Base Period)	200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0008	Off Road Dump Truck (Minimum 10 cubic yards) - Furnish all Labor, Materials, and Equipment to Operate Truck (Base Period)	200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0009	Excavator (Minimum 1.5 Cubic Yard Bucket with Thumb Attachment with Heavy Duty Tree Cutter, etc.) (Minimum 175 HP) Furnish all Labor, Materials, and Equipment to Operate Excavator (Base Period)	600	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0010	Long-Reach Excavator (Minimum 0.5 CubicYards) with 6' Root Rake and Minimum 0.5 Cubic Yard Ditching Bucket - Furnish all Labor, Materials, and Equipment to Operate Excavator (Base Period)	300	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0011	Motor Grader (Minimum 150 HP) Furnish all Labor, Materials, and Equipment to Operate Motor Grader (Base Period)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0012		1,200	Hours	$_____	$_____

Tractor (Minimum 420 HP) with Pan Minimum 15 Cubic Yard)
Furnish all Labor, Materials, and Equipment to Operate Tractor w/Pan
(Base Period)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0013		100	Hours	$_____	$_____

Rubber Tired Backhoe/Loader (Minimum 75 HP) (Minimum 24" Backhoe Bucket and 2 Cubic Yard Loader Bucket) - Furnish all Labor, Materials and Equipment to Operate Tractor with/Pan (Base Period)

ITEM NO	SUPPLIES/SERVICES
0014	AMPHIBIOUS EXCAVATOR (MARSH BUGGY WITH EXCAVATOR)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0014AA		300	Hours	$_____	$_____

Amphibious Excavator (Marsh Buggy with Excavator) - Furnish all Labor, Materials and Equipment to Operate Equipment (Base Period)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0014AB	Mobilization/Demobilization of Amphibious Excavator to Savannah Harbor (Base Period)	3	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0014AC	Mobilization/Demobilization of Amphibious Excavator to Disposal Area 2A (Base Period)	2	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0015	Tractor with Disc Harrows - Furnish all Labor, Materials, and Equipment to Operate Tractor (Base Period)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0016	Stripping - Furnish all Labor,Materials, Equipment to perform Stripping Operations (Base Period)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0017	CLEARING AND GRUBBING – COMPLETE (BASE PERIOD)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0017AA	Clearing of Interior of Disposal of Disposal Areas - Complete (Base Period)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0017AB	Clearing and Grubbing of Interior of Disposal Areas - Complete (Base Period)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0018	GRASSING

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0018AA	Furnish all Labor, Materials, and Equipment for Permanent Grassing (Base Period)	20	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0018AB	Furnish all Labor, Materials and Equipment for Temporary Grassing (Base Period)	20	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0019	Furnish all Labor, Materials, and Equipment to Install Silt Fence (Type A) (Base Period)	250	Linear Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0020	FURNISH ALL LABOR AND EQUIPMENTTO INSTALL EROSION CONTROL (ROCK) (Base Period)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0020AA	Armor Stone (Base Period)	50	Ton	$_____	$_____

_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0020AB	GA DOT Type #1 Rip Rap (Base Period)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0020AC	GA DOT Type #3 Rip Rap (Base PerIod)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0020AD	GA DOT Size #4 Coarse Aggregate (Base Period)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0021	REPAIR WEIR (Base Period)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0021AA	Paint Weir (Base Period)	500	Square Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0021AB	Weir Stoplogs (Base Period)	120	Linear Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0021AC	Repair Weir Riser (Base Period)	10	Square Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0021AD	Wooden Catwalk Repair (Base Period)	10	Linear Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0021AE	Metal Catwalk Repair Complete, Materials, and Parts (Base Period)	10	Linear Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0022	INSTALL WEIRS/WEIR STRUCTURE COMPONENTS (BASE PERIOD)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AA	Install New Weir, Complete, Material, and Parts (Base Period)	1	Lump Sum	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AB	Install New Weir Riser Unit, Complete, Material and Parts (Base Period)	1	Lump Sum	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AC		1	Lump Sum	$_____	$_____
OPTION	Install New Weir Catwalk, Complete Materials, and Parts (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AD		1	Lump Sum	$_____	$_____
	Install New Vinyl Sheet Piles Complete, Material, and Parts (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AE		1	Lump Sum	$_____	$_____
	Install New Safety Climb, Complete, Material, and Parts Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AF		1	Lump Sum	$_____	$_____
	Install New Weir Foundation – Concrete with Pilings, Complete, Material, and Parts (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AG		1	Lump Sum	$_____	$_____
	Install New Flange and Galvanized Ring, Complete, Material, and Parts (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0022AH		1	Lump Sum	$_____	$_____
	Install New Elbow with Flangesand Galvanized Rings, Complete, Material, and Parts (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0023		400	Linear Foot	$_____	$_____
	Removal/ Replacement of 48" HDPE Outfall Pipes, Complete, Materials, and Parts (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0024	6" Sump Pump (Base Period)	10	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0025	Burning (Base Period)	50	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0026	48" Polyethylene Pipe Fusing - Furnish all Labor, Materials, and Equipment to perform Polyethylene Pipe Fusing Operations (per each Joint) (Base Period)	2	Each	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0027	12" Polyethylene Pipe Fusing – Furnish all Labor, Materials, and Equipment to perform Polyethylene Pipe Fusing Operations (per each Joint) (Base Period)	2	Each	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0028		100	Square Yard	$_____	$_____
	Geotextile Fabric - Furnish all Labor, Materials and Equipment to Install Geotextile Fabric (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0029		50	Ton	$_____	$_____
	Lime (Base Period)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		2	Ton	$_____	$_____
	Fertilizer (Base Period)				

ITEM NO	SUPPLIES/SERVICES
0031	
	HERBICIDING

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0031AA	Herbicide/Habitat - Ground Application (Base Period)	100	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031AB	Herbicide/Habitat - Aerial (Helicopter) Application (Base Period)	30	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0031AC	Herbicide/Plateau (Base Period)	550	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031AD	Amdro (Base Period)	30	Pound	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0031AE	Orthene (Base Period)	10	Pound	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0031AF	Herbiciding with Boom Sprayer - Furnish all Labor, Materials, and Equipment to Herbicide Disposal Areas including Slopes (Base Period)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0032	Welding and Burning (Base Period)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0033	Laborer - All Disposal Areas Except Jones/Oysterbed Island, Offshore Bird Island, and Interior Bird Island (Base Period)	1,200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0034	Laborer - Jones/Oysterbed Island, Offshore Bird Island and Interior Bird Island Only (Base Period)	500	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0035 OPTION	MOBILIZATION/DEMOBILIZATION (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0035AA OPTION	Mobilization/Demobilization from Savannah Harbor (Option Period 1)	20	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0035AB OPTION	Mobilization/Demobilization from Savannah Harbor to Jones/Oysterbed Island (Option Period 1)	5	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0035AC OPTION	Mobilization/Demobilization from Savannah Harbor to Disposal Area 2A (Option Period 1)	5	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0035AD OPTION	Mobilization/Demobilization from Savannah Harbor to Offshore Bird Island (Option Period 1)	2	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0035AE OPTION	Mobilization/Demobilization Interior Bird Island (Option Period 1)	12	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0035AF OPTION	Mobilization/Demobilization to Andrews Island - Brunwick, Georgia (Option Period 1)	3	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0036 OPTION	Pontoon Rotary Ditcher withWinch Truck - Furnish all Labor, Materials, and Equipment to Operate Equipment (Option Period 1)	500	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0037 OPTION	MOWING - FURNISH ALL LABOR, MATERIALS,AND EQUIPMENT TO PERFORM MOWING (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0037AA OPTION	Mowing - During Mowing Season Furnish all Labor, Materials, and Equipment to Perform Mowing (Option Year 1)	745	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0037AB OPTION	Mowing - Non Mowing Season Furnish all Labor, Materials, and Equipment to Perform Mowing	265	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0038		100	Hours	$_____	$_____
OPTION	Tractor with Tree Cutter (able to cut trees up to 6" diameter) (Minimum of 80 HP) Furnish all Labor, Material, and Equipment to Perform Tree Cutting (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0039		600	Hours	$_____	$_____
OPTION	Tractor Dozer - Furnish all Labor, Materials, and Equipment to Operate Dozer (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0040		200	Hours	$_____	$_____
OPTION	Front-End Loader (Minimum 2 Cubic Yards) Furnish all Labor, Materials, and Equipment to Operate Loader (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0041		200	Hours	$_____	$_____
OPTION	Highway Dump Truck (Minimum 12 Cubic Yards) - Funish all Labor, Materials, and Equipment to Operate Truck (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0042 OPTION	Off Road Dump Trcuk (Minimum 10 cubicyards) - Furnish all Labor, Materials, and Equipment to Operate Truck (Option Period 1)	200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0043 OPTION	Excavator (Minimum 1.5 Cubic Yard bucket with Thumb Attachment with Heavy Duty Tree Cutter, etc.) (Minimum 175 HP) Furnish all Labor, Materials, and Equipment to Operate Excavator (Option Period 1)	600	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0044 OPTION	Long-Reach Excavator (Minimum 0.5 Cubic Yards) with 6" Root Rake and Minimum 0.5 Cubic Yard Ditching Bucket - Furnish all Labor, Materials, and Equipment to Operate Excavator (Option Period 1)	300	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0045 OPTION	Motor Grader (Minimum 150 HP) Furnish all Labor, Materials, and Equipment to Operate Motor Grader (Option Period 1)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0046 OPTION	Tractor (Minimum 420 HP) with Pan (Minimum 15 Cubic Yard) Furnish all Labor. Materials, and Equipment to Operate Tractor w/Pan (Option Period 1)	600	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0047 OPTION	Rubber Tired Backhoe/Loader (Minimum 75 HP) (Minimum 24" Backhoe Bucket and 2 Cubic Yard Loader Bucket) - Furnish all Labor, Materials, and Equipment to Operate Tractor w/Pan (Option Period 1)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0048 OPTION	AMPHIBIOUS EXCAVATOR (MARSH BUGGY WITH EXCAVATOR) (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0048AA OPTION	Amphibious Excavator (Marsh Buggy with Excavator) - Furnish all Labor, Materials and Equipment to Operate Equipment (Option Period 1)	300	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0048AB		1	Trips	$_____	$_____
OPTION	Mobilization/Demobilization of Amphibious Excavator to Savannah Harbor (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0048AC		1	Trips	$_____	$_____
OPTION	Mobilization/Demobilization of Amphibious Excavator to Disposal Area 2A (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0049		100	Hours	$_____	$_____
OPTION	Tractor with Disc Harrows - Furnish all Labor, Materials, and Equipment to Operate Tractor (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0050		500	Acre	$_____	$_____
OPTION	Stripping - Furnish all Labor, Materials, and Equipment to Perform Stripping Operations (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES
0051 OPTION	CLEARING AND GRUBBING - COMPLETE (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0051AA OPTION	Clearing of Interior of Disposal Areas -FFP Complete (Option Period 1)	500	Acre		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0051AB OPTION	Clearing and Grubbin of Interior ofFFP Disposal Areas - Complete (Option Period 1)	500	Acre		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0052	
OPTION	GRASSING

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0052AA		20	Acre	$_____	$_____
OPTION	Furnish all Labor, Materials, and Equipment for Permanent Grassing (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0052AB		20	Acre	$_____	$_____
OPTION	Furnish all Labor, Materials and Equipment for Temporary Grassing (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0053		250	Linear Foot	$_____	$_____
OPTION	Furnish all Labor, Materials, and Equipment to Install Silt Fence (Type A) (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES
0054 OPTION	FURNISH ALL LABOR AND EQUIPMENTTO INSTALL EROSION CONTROL (ROCK) (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0054AA OPTION	Armor Stone (Option Period 1)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0054AB OPTION	GA DOT Type #1 Rip Rap (Option Period 1)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0054AC OPTION	GA DOT Type #3 Rip Rap (Option Period 1)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0054AD OPTION	GA DOT Size #4 Coarse Aggregate (Option Period 1)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0055 OPTION	REPAIR WEIR (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0055AA OPTION	Paint Weir (Option Period 1)	500	Square Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0055AB	Weir Stoplogs	120	Linear Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0055AC		10	Square Foot	$_____	$_____
OPTION	Repair Weir Riser (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0055AD		10	Linear Foot	$_____	$_____
OPTION	Wooden Catwalk Repair (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0055AE		10	Linear Foot	$_____	$_____
OPTION	Metal Catwalk Repair Complete, Materials, and (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES
0056	
OPTION	INSTALL WEIRS/WEIR STRUCTURE COMPONENTS (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AA		1	Lump Sum	$_____	$_____
OPTION	Install New Weir, Complete, Material, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AB		1	Lump Sum	$_____	$_____
OPTION	Install New Weir Riser Unit, Complete, Material, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AC		1	Lump Sum	$_____	$_____
OPTION	Install New Weir Catwalk, Complete, Material, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AD		1	Lump Sum	$_____	$_____
OPTION	Install New Vinyl Sheet Piles, Complete, Material, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AE		1	Lump Sum	$_____	$_____
OPTION	Install New Safety Climb, Complete, Material, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AF		1	Lump Sum	$_____	$_____
OPTION	Install New Weir Foundation- Concrete Slab with Pilings, Complete, Material, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AG		1	Lump Sum	$_____	$_____
OPTION	Install New Flange and Galvanized Ring, Complete, Material, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0056AH		1	Lump Sum	$_____	$_____
OPTION	Install New Elbow with Flanges and Galvanized Rings, Complete, Material and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0057		400	Linear Foot	$_____	$_____
OPTION	Removal/ Replacement of 48" HDPE Outfall Pipes, Complete, Materials, and Parts (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0058		10	Hours	$_____	$_____
OPTION	6" Sump Pump (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0059		50	Acre	$_____	$_____
OPTION	Burning (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0060		2	Each	$_____	$_____
OPTION	48" Polyehylene Pipe Fusing - Furnish all Labor, Materials, and Equipment to perform Polyethylene Pipe Fusing Operations (Per each Joint) (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0061		2	Each	$_____	$_____
OPTION	12" Polyehylene Pipe Fusing - Furnish all Labor, Materials, and Equipment to perform Polyehylene Pipe Fusing Operations (per each Joint) (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0062		100	Square Yard	$_____	$_____
OPTION	Geotextile Fabric - Furnish all Labor, Materials, and Equipment to Install Geotextile Fabric (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0063		50	Ton	$_____	$_____
OPTION	Lime (Option Period 1)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0064 OPTION	Fertilizer (Option Period 1)	2	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0065 OPTION	HERBICIDING (OPTION PERIOD 1)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0065AA OPTION	Herbicide/Habitat – Ground Application (Option Period 1)	100	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0065AB OPTION	Hericide/Habitat - Aerial (Helicopter) Application (Option Period 1)	30	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0065AC OPTION	Herbicide/Plateau (Option Period 1)	550	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0065AD OPTION	Amdro (Option Period 1)	30	Pound	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0065AE OPTION	Orthene (Opiton Period 1)	10	Pound	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0065AF OPTION	Herbiciding with Boom Sprayer – Furnish all Labor, Materials and Equipment to Herbicide Disposal Areas including Slopes (Option Period 1)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0066 OPTION	Welding and Burning (Option Period 1)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0067 OPTION	Laborer - All Disposal Areas Except Jones/Oysterbed Island,Offshore Bird Island, and Interior Bird Island (Option Period 1)	1,200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0068 OPTION	Laborer - Jones/Oysterbed Island, Offshore Bird Island, and Interior Bird Island (Option Period 1)	500	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0069 OPTION	MOBILIZATION/DEMOBILIZATION (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0069AA OPTION	Mobilization/Demobilization to Savannah Harbor (Option Period 2)	20	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0069AB OPTION	Mobilization/Demobilization from Savannah Harbor to Jones/Oysterbed Island (Option Period 2)	5	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0069AC OPTION	Mobilization/Demobilization from Savannah Harbor to Disposal Area 2A (Option Period 2)	5	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0069AD OPTION	Mobilization/Demobilization from Savannah Harbor to Offshore Bird Island (Option Period 2)	2	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0069AE OPTION	Mobilization/Demobilization Interior Bird Island (Option Period 2)	12	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0069AF OPTION	Mobilization/Demobilization to Andrews Island – Brunswick, Georgia (Option Period 2)	3	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0070 OPTION	Pontoon Rotary Ditcher with Winch Truck Furnish all Labor, Materials, and Equipment to Operate Equipment (Option Period 2)	500	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0071 OPTION	MOWING - FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PERFORM MOWING (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0071AA OPTION	Mowing - During Mowing Season Furnish all Labor, Materials,and Equipment to Perform Mowing (Option Period 2)	745	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0071AB OPTION	Mowing - Non Mowing Season Furnish all Labor, Materials, and Equipment to Perform Mowing (Option 2)	265	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0072 OPTION	Tractor with Tree Cutter (able to cut trees up to 6" diameter) (Minimum of 80 HP) Furnish all Labor, Materials, and Equipment to Perform Tree Cuttting (Option Period 2)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0073 OPTION	Tractor Dozer- Furnish all Labor, Materials, and Equipment to Operate Dozer (Option Period 2)	600	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0074 OPTION	Front-End Loader (Minimum 2 Cubic Yards) Furnish all Labor, Materials and Equipment to Operate Loader (Option Period 2)	200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0075 OPTION	Highway Dump Truck (Minimum 12 Cubic Yards) - Furnish all Labor, Materials, and Equipment to Operate Truck (Option Period 2)	200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0076 OPTION	Off Road Dump Truck (Minimum 10 Cubic Yards) – Furnish all Labor, Materials, and Equipment to Operate Truck (Option Period 2)	200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0077 OPTION	Excavator (Minimum 1.5 Cubic Yard Bucket with Thumb Atttachment with Heavy Duty Tree Cutter, etc.) (Minimum 175 HP) Furnish all Labor, Materials, and Equipment to Operate Excavator (Option Period 2)	600	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0078 OPTION	Long-Reach Excavator (Minimum 0.5 Cubic Yards) with 6' Root Rake and Minimum 0.5 Cubic Yard Ditching Bucket - Furnish all Labor, Materials, and Equipment to Operate Excavator (Option Period 2)	300	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0079 OPTION	Motor Grader (Minimum 150 HP) Furnish all Labor, Materials, and Equipment to Operate Motor Grader (Option Period 2)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0080 OPTION	Tractor (Minimum 420 HP)with Pan (Minimum 15 Cubic Yard) Furnish all Labor, Materials, and Equipment to Operate Tractor w/Pan (Option Period 2)	600	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0081 OPTION	Rubber Tired Backhoe/Loader (Minimum 75 HP) (Minimum 24" Backhoe Bucket and 2 Cubic Yard Loader Bucket) - Furnish all Labor, Materials, and Equipment to Operate Tractor w/Pan (Option Period 2)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0082 OPTION	AMPHIBIOUS EXCAVATOR (MARSH BUGGY WITH EXCAVATOR) (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0082AA OPTION	Amphibious Excavator (March Buggy with Excavator) - Furnish all Labor, Materials and Equipment to Operate Equipment (Option Period 2)	300	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0082AB OPTION	Mobilization/Demobilization of Amphibious Excavator to Savannah Harbor	1	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0082AC OPTION	Mobilization/Demobilization of Amphibious Excavator to Disposal Area 2A (Option Period 2)	1	Trips	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0083 OPTION	Tractor with Disc Harrows- Furnish all Labor, Materials, and Equipment to Operate Tractor (Option Period 2)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0084 OPTION	Stripping - Furnish all Labor,Materials, and Equipment to Perform Stripping Operations (Option Period 2)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0085 OPTION	CLEARING AND GRUBBING – COMPLETE (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0085AA OPTION	Clearing of Interior of Disposal Areas -Complete (Option Period 2)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0085AB OPTION	Clearing and Grubbing of Interior of Disposal Areas - Complete (Option Period 2)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0086 OPTION	GRASSING (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0086AA OPTION	Furnish all Labor, Materials, and Equipment for Permanent Grassing (Option Period 2)	20	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0086AB OPTION	Furnish all Labor, Materials, and Equipment for Temporary Grassing (Option Period 2)	20	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0087		250	Linear Foot	$_____	$_____
OPTION	Furnish all Labor, Materials, and Equipment to Install Silt Fence (Type A) (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES
0088	
OPTION	FURNISH ALL LABOR AND EQUIPMENT TO INSTALL EROSION CONTROL (ROCK) (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0088AA		50	Ton	$_____	$_____
OPTION	Armor Stone (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0088AB		50	Ton	$_____	$_____
OPTION	GA DOT Type #1 Rip Rap (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0088AC OPTION	GA DOT Type #3 Rip Rap (Option Period 2)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0088AD OPTION	GA DOT Size #4 Coarse Aggregate (Option Period 2)	50	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0089 OPTION	REPAIR WEIR (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0089AA OPTION	Paint Weir (Option Period 2)	500	Square Foot	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0089AB		120	Linear Foot	$_____	$_____
OPTION	Weir Stoplogs (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0089AC		10	Square Foot	$_____	$_____
OPTION	Repair Weir Riser (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0089AD		10	Linear Foot	$_____	$_____
OPTION	Wooden Catwalk Repair (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0089AE		10	Linear Foot	$_____	$_____
OPTION	Metal Catwalk Repair Complete, Materials, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES
0090	
OPTION	INSTALL WEIRS/WEIR STRUCTURE COMPONENTS (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AA		1	Lump Sum	$_____	$_____
OPTION	Install New Weir, Complete, Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AB		1	Lump Sum	$_____	$_____
OPTION	Install New Weir Riser Unit, Complete Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AC		1	Lump Sum	$_____	$_____
OPTION	Install New Weir Catwalk, Complete, Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AD		1	Lump Sum	$_____	$_____
OPTION	Install New Vinyl Sheet Piles, Complete, Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AE		1	Lump Sum	$_____	$_____
OPTION	Install New Safety Climb, Complete, Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AF		1	Lump Sum	$_____	$_____
OPTION	Install New Weir Foundation – Concrete Slab with Pilings, Complete, Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AG		1	Lump Sum	$_____	$_____
OPTION	Install New Flange and Galvanized Ring, Complete, Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0090AH		1	Lump Sum	$_____	$_____
OPTION	Install New Elbow with Flanges and Galvanized Rings, Complete, Material, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0091		400	Linear Foot	$_____	$_____
OPTION	Removal/ Replacement of 48" HDPE Outfall Pipes, Complete, Materials, and Parts (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0092		10	Hours	$_____	$_____
OPTION	6" Sump Pump (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0093		50	Acre	$_____	$_____
OPTION	Burning (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0094		2	Each	$_____	$_____
OPTION	48" Polyethylene Pipe Fusing – Furnish all Labor, Materials, and Equipment to Perform Polyethylene Pipe Fusing Operations (per each Joint) (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0095		2	Each	$_____	$_____
OPTION	12" Polyethylene Pipe Fusing – Furnish all Labor, Materials, and Equipment to perform Polyethylene Pipe Fusing Operations (per each Joint) (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0096		100	Square Yard	$_____	$_____
OPTION	Geotextile Fabric - Furnish all Labor, Materials, and Equipment to Install Geotextile Fabric (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0097		50	Ton	$_____	$_____
OPTION	Lime (Option Period 2)				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0098 OPTION	Fertilizer (Option Period 2)	2	Ton	$_____	$_____

ITEM NO	SUPPLIES/SERVICES
0099 OPTION	HERBICIDING (OPTION PERIOD 2)

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0099AA OPTION	Herbicide/Habitat - Ground Application (Option Period 2)	100	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0099AB OPTION	Herbicide/Habitat - Aerial (Helicopter) Application (Option Period 2)	30	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0099AC OPTION	Herbicide/Plateau (Option Period 2)	550	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0099AD OPTION	Amdro (Option Period 2)	30	Pound	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0099AE OPTION	Orthene (Option Period 2)	10	Pound	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0099AF OPTION	Herbiciding with Boom Sprayer - Furnish all Labor, Materials, and Equipment to Herbicide Disposal Areas including Slopes (Option Period 2)	500	Acre	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0100 OPTION	Welding and Burning (Option Period 2)	100	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0101 OPTION	Laborer - All Disposal Areas Jones Oysterbed Island, Offshore Bird Island, and Interior Bird Island (Option Period 2)	1,200	Hours	$_____	$_____

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0102 OPTION	Laborer - Jones/Oysterbed Island, Offshore Bird Island, and Interior Bird Island (Option Period 2)	500	Hours	$_____	$_____

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(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 2003)

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.dla.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) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.211-5000 EVALUATION OF SUBDIVIDED ITEMS (MAR 1995)--EFARS
Item Nos. 0001, 0003, 0014, 0017,0018, 0020, 0021, 0022, 0031, 0035, 0037,0048, 0051, 0052, 0054, 0055, 0056, 0065, 0069, 0071, 0082, 0085, 0086, 0088, 0089, 0090, and 0099 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.
(End of clause)

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

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

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

(End of provision)

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

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

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

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

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

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic

means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

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

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

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

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

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

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

(End of provision)

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

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

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

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

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive

limitation in the solicitation or the bid.

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

(End of provison)

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

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

(End of provision)

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)

52.214-4004 I CONDITIONS GOVERNING EVALUATIONS OF BIDS (AUG 1991)

Offerors must quote on all items of the schedule, Section 00010.

(End of provision)

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

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

(1) Obviously misplaced decimal points will be corrected;

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

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

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

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

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

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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
30.6%	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 Chatham County (Savannah), and Glynn County (Brunswick), Georgia and Jasper County, South Carolina

(End of provision)

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

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

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

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

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

(d) Alternate offers.

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

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, ATTN: CESAS-CT-P, 100 West Oglethorpe Avenue, Savannah, GA 31401-3640.

(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)

(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) Site visits may be arranged during normal duty hours by contacting:

Name: Lyle Maciejewski
Address: 100 West Oglethorpe Aveneu, Savannah, GA 31401-3640
Telephone: 912 652-5064

(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 $6,000,000.00 .

Section 00600 - Representations & Certifications

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52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(__) Paragraph (b) applies.

(__) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.204-4005 Online Representations and Certifications Application (ORCA).

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) requires the use of ORCA in Federal solicitations as a part of the proposal submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations and previously found in solicitations. Prospective contractors must complete the electronic representations and certifications through ORCA at http://orca.bpn.gov. The representations and certifications submitted to ORCA must be updated as necessary but at least annually to maintain an active status. In addition to the use of ORCA as required by other clause or clauses in this solicitation, prospective contractors must complete the representations and certifications included in this solicitation.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is 28.5 million.

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

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

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

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

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

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

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

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

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

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

____ Black American.

____ Hispanic American.

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-19 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)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(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 subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at http://www.acqnet.gov at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

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

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(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, or an outlying area 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)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(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 in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(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)

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

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

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

(1) The proposal for the modification;

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

(3) Pricing of the modification; or

(4) Performance of the modification.

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

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

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

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

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

(End of clause)

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

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

(1) Based on adequate price competition;

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

(3) Set by law or regulation.

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

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

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

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

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

(1) the actual subcontract; or

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

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

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

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

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

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

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

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

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

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

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

(ii) An offset shall not be allowed if:

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

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

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

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

(End of clause)

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

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

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

(2) be limited to such modifications.

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

(1) Based on adequate price competition;

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

(3) Set by law or regulation.

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

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

(End of clause)

52.215-21 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.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 12 months after award of the base period, for an additional 12 month period after award of the option period one, and an additional 12 month period after award of option period two, if awarded.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) unit for the current line items shown in Section B, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 2,000,000.00;

(2) Any order for a combination of items in excess of 2,000,000.00; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the lastest date indicated for performance under individual task order or a modification to a task order.
(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 year; provided provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.
(End of clause)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (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) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

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

(c) 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 acquisition from a nonmanufacturer of the 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 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.

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

(e) 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 (MAY 2004)

(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 service-disabled 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)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

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

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

(iii) 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;

(iv) 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

(v) 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)

52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

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.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

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

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

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

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Executive and top management means any employee--

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

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

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

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

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

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

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

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

Special disabled veteran means--

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

(i) Rated at 30 percent or more; or

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

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

Veteran of the Vietnam era means a person who--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

(End of clause)

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

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The

Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 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).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

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

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

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

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

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

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

taken against employees for violations of such prohibition;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(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 in 40 CFR 372.65;

(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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

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

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

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

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

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

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

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

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

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

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

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

Cost of components means--

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

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

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, the District of Columbia, and outlying areas.

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://epls.arnet.gov/News.html.

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

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the

Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

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

(End of clause)

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

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

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

(e) 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)

52.228-1 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.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

(End of clause)

52.228-5 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.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Certificate of Deposit
Payment Bond
Inevocab le Letter of Credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 5 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

_____

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

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

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

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

Sincerely,

_____

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

6. If this confirmation expires during an interruption of business of this financial institution as described in Article

17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Confirming financial institution]

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

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

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

_____

[Beneficiary Agency]

By: _____

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" 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" 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" 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" 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.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

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

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

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

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

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

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

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

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against
the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

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

(1) The date fixed under this contract.

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

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

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

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

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

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

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or

other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments

under section 12 of the Contracts DisputesAct of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

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

(1) The amount to be withheld;

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

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

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

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

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

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

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

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(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) 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.

(f) 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.

(g) 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 separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. 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.

(h) 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.

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

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

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

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

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

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

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

(A) Exceeding $100,000; or

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

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

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

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

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

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

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

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

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

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

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

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

(End of clause)

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

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

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

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

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

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

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer

may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

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

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

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

(1) at or near the work site, and

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

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

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

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

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

(End of clause)

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – 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.

(f) 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.

(2) 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.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

(End of clause)

52.236-17 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.

(End of clause)

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

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

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

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

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

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

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

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

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

52.239-4001 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)

52.239-4006 SECURITY CONTRACT LANGUAGE FOR ALL CORPS OF ENGINEERS' UNCLASSIFIED CONTRACTS (PIL 2003-06, 19 FEB 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, Savannah District Security Officer, ATTN: CESAS-SL, 100 West Oglethorpe Avenue, Savannah, GA 31401 within three (3) working days

after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Savannah District Security Officer (address above). For those contractors who do not have a CAGE Code or Facility Security Clearance, the Savannah District Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

52.242-13 BANKRUPTCY (JUL 1995)

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

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that

performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

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

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

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

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

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

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

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

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

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

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(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 shall 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 shall 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.

(2) If the VECP is not accepted, the Contracting Officer shall 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.

(3) 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) 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.

(h) 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.)

(j) 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 will be the sole determiner of the amount of collateral savings.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - 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 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(d) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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

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

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

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(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 this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(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 the Contractor 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 (301) 809-4904.

(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.

(e) 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 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

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

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

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)
(1)
(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall

provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(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)

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

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

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

(End of clause)

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

(a) "Definitions".

As used in this clause --

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

(2) "Toxic or hazardous materials" means:

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

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

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

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

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004)

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

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) 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) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(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).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items 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 end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) 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 product 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.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, 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. 2407(a) prohibits a United States person from taking.

(End of provision)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

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

Indian means--

(1) 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

(2) Any ``Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

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.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns 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, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an 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--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: 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.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

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

(5) 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 estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding $500,000.
(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 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	Plate No.

Index of Drawings	zsdw001.dgn	X-1
Location Plan/Savannah Harbor	zsdw102a.dgn	X-2A
Location Plan/Brunswick Harbor	zsdw102b.dgn	X-2B
Disposal Area 1N	zsdw403.dgn	X-3
Disposal Area 2A	zsdw404.dgn	X-4
Disposal Area 12A	zsdw405.dgn	X-5
Disposal Area 12B	zsdw406.dgn	X-6
Disposal Area 13A	zsdw407.dgn	X-7
Disposal Area 13B	zsdw408.dgn	X-8
Disposal Area 14A	zsdw409.dgn	X-9
Disposal Area 14B	zsdw410.dgn	X-10
Disposal Area Jones Oysterbed Island	zsdw411.dgn	X-11
Disposal Area Jones Oysterbed Island (con't)	zsdw412.dgn	X-12
Disposal Area Jones Oysterbed Island (con't)	zsdw413.dgn	X-13
Offshore Bird Island Site Plan	zsdw414.dgn	X-14
Andrews Island Disposal Area	zsdw415.dgn	X-15
Bank Erosion Protection	zsdw316.dgn	D-1
Underdrain Detail	zsdw317.dgn	D-2
Weir Cross Sections	zsdw318.dgn	D-3
Bar Bending Details	zsdw319.dgn	D-4
Weir Foundation Details	zsdw320.dgn	D-5
Pipe Joint Details	zsdw321.dgn	D-6
Anti-Seep Collar Details	zsdw322.dgn	D-7
Pipe Plug Detail	zsdw323.dgn	D-8
Existing Catwalk Details	zsdw324.dgn	D-9
Drop Inlet Sluice Details	zsdw325.dgn	D-10
Catwalk Details	zsdw326.dgn	D-11

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

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

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

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

(Official's Name)

(Title)

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

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

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

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

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

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

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

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

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

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

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

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

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

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

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and

vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL_____

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

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

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

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

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

(EACH TASK ORDER ISSUED PURSUANT TO THIS CONTRACT SHALL BE CONSTRUED AS BEING A NOTICE TO PROCEED, UNLESS OTHERWISE INDICATED)

The Contractor shall be required to commence work under this contract upon receipt of Notice to Proceed for each task order, prosecute the work diligently, and complete the entire work not later than the completion time specified on each task order. The time stated for completion shall include final cleanup of the premises.

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 $960.00 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)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (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.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to U.S. Army Corps of Engineers, Savannah District, P.O. Box 889, Savannah, GA 31402-0889.

(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.)

52.228-4002 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)

96 NA X 3123.0000 K6 X 08 2447 075085 96096 3230 79K596 -$5,000.00 Minimum garrantee

Other funding will be determined per Task Order.

(End of clause)

52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

Invoices will be mailed to:

U.S. Army Corps of Engineers, Savannah District
ATTN: OP-N
P. O. Box 889
Savannah, GA 31402-0889

(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)

52.236-4 PHYSICAL DATA (APR 1984)

PHYSICAL DATA SAVANNAH HARBOR (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) Physical Conditions. The physical conditions indicated on the drawings and in the specifications are the result of the site investigations by surveys and soundings. Contractors are strongly encouraged to visit the work site and determine for themselves the characteristics of the material to be removed and the extent of the work performed.

(b) Weather Conditions.

(1) The annual normal rainfall (1950-90) at Savannah, Georgia, Municipal Airport, 5 miles west of the site, is 49.70 inches. (Average Annual 1961-90: 48.30 inches.)

(A) Record (40 years)
Maximum Monthly – 20.1 inches July 1964

(B) Record (40 years)
Minimum Monthly -- 0.02 inch October 1963

(C) Record (40 years)
Maximum 24 Hour – 7.04 inches August 1971

Normally about 25 inches of rain falls during the thunderstorm season of 15 June through 15 September. The remainder of the annual rainfall, produced principally by squall-line and frontal showers, is spread over 9 months with a minor peak in March. Considerable periods of fair, mild weather are experienced in October, November, April, and to a less extent, in May. Snow is a rarity and even a trace does not occur on an average of once a year. The greatest recorded fall was 3.6 inches in February 1968. Severe tropical storms affect this area about once in 10 years. Rainfall from these storms constitutes our heaviest sustained precipitation. Instances of this are the 22.79 inches in August 1898, and 22.88 inches in September 1924, most of which was from tropical storms, (1950-85) 20.10 inches in July 1964.

(2) The average normal monthly temperature at Savannah, Georgia, (1950-90) is 66.8 degrees F. with seasonal averages as follows:

Season	Degrees Fahrenheit
Winter	51
Spring	66
Summer	81
Fall	68

Extreme temperatures are as follows (normals based on 1951-80):

(A) Normal Daily Maximums ------ 105 degrees F. July 1986
(Normal maximum 90.8)

84 degrees F. January 1957
(Normal maximum 60.3)

(B) Normal Daily Maximum 76.1 degrees F.

(C) Daily Minimums ------ 3 degrees F. January 1985
(Normal minimum 37.9)

61 degrees F. July 1972
(Normal minimum 71.5)

(D) Average Normal Daily Minimum 55.1 degrees F.

Average Normal Daily Maximum 76.7 degrees F.

(E) Record (40 years) Maximum -- 105 degrees F. July 1986

(F) Record (40 years) Minimum -- 3 degrees F. January 1985

(3) The annual average wind speed, for the past 40 years of record, is 7.9 mph, southwest, with the highest monthly mean occurring in February (NE) and March (WNW) at 9.2 mph, and the lowest monthly mean in August at 6.6 mph, southwest. Extreme winds (fastest 1 minute value) vary from 46 mph west in March 1981 to 68 mph southwest in May 1984. Weather Bureau records for Savannah, Georgia, giver the following data:

(1948-90)	Clear	Partly Cloudy	Cloudy	Thunder-storms	Dense Fog*
Years of Record	42	42	42	42	42
Number Days per Year	116	124	125	52	44

*NOTE: Heavy fog, visibility 1/4 mile or less.

Temp. Degrees F.	Days per Year	Years of Record
90 degrees and above	68	26
32 degrees and below	30	26
Percent of Possible Sunshine	62	40

(c) Transportation Facilities. Railway facilities are available at Savannah, Georgia. Areas of work are accessible by barge through the Atlantic Intracoastal Waterway and the Savannah Harbor.

(d) Location. The location of the work is within the limits of disposal areas 2A, 12 A&B, 13 A&B, 14 A&B, and Jones/Oysterbed Island in Jasper County, SC. Maintenance of all bird islands, including the planned offshore bird island 2 miles east of Jones/Oysterbed Island, is also included in the scope of this work.

(e) Subsurface Investigations: No subsurface investigations (drilling or core boring) have been performed for this work.

(A) The Contractor shall promptly, and before the conditions are disturbed, give a written notice, within 3 days, 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 inherent 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 (i)(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. (FAR 52.236-2 DIFFERING SITE CONDITIONS.)

(E) The Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the work, and that he has investigated and satisfied himself 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 he has satisfied himself 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.

(F) 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 (FAR 52.236-3 – SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK).

PHYSICAL DATA BRUNSWICK HARBOR (APR 1984) (FAR 52.236-4)

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) Physical Conditions. The physical conditions indicated on the drawings and in the specifications are the result of the site investigations by surveys and soundings. The material to be removed from within the limits of work are maintenance materials as a result of shoaling since the last dredging and new work materials that have not been previously dredged. Contractors are expected to visit the work site and determine for themselves the characteristics of the material to be dredged.

(b) Weather Conditions. The project area has long, warm summers and short, mild winters. The coastal portion is slightly warmer in winter and receives more rain in summer and fall than interior areas, but rainfall is usually plentiful throughout the basin. Snowfall is extremely rare.

(1) The annual normal rainfall at Brunswick, Georgia, is 53.32 inches:

(A) Record (63 years)
Maximum Monthly -- 22.86 inches September 1953

(B) Record (62 years)
Minimum Monthly -- 0.09 inch November and December 1956

(C) Record (67 years)
Maximum 24 Hour -- 19.1 inches August 1911 (at St. George)

Normally about 29 inches of rain falls during the thunderstorm season of 15 June through 15 September (averaging 6.5 inches per month from July through September). The remainder of the annual rainfall, produced principally by squall-line and frontal showers, is spread over 9 months. Considerable periods of fair, mild weather are experienced in October, November, April, and to a less extent, in May. Snow is a rarity and even a trace does not occur on an average of once a year. Severe tropical storms affect this area about once in 10 years. Rainfall from these storms constitutes our heaviest sustained precipitation. Instances of this are the 22.86 inches in September 1953, and 16.37 inches in August 1953, most of which was from tropical storms.

(2) The average normal monthly temperature at Brunswick, Georgia, is 69.2 degrees F. with seasonal averages as follows:

Season	Degrees Fahrenheit
Winter	55 to 61
Spring	68 to 81
Summer	79 to 82
Fall	56 to 71

Extreme temperatures are as follows:

(A) Normal Daily Maximums ------ 91.8 degrees F. August
64.5 degrees F. December

(B) Average Normal Monthly
Maximum ---------- 82.4 degrees F. July

(C) Normal Daily Minimums ------ 43.5 degrees F. January
73.5 degrees F. July

(D) Average Normal Monthly
Minimum ----------55.4 degrees F. January

(E) Record (58 years) Maximum -- 104 degrees F. July 1954

(F) Record (67 years) Minimum -- 11 degrees F. December 1983

The average daily temperature ranges from 54 degrees F. in January to 82 degrees F. in July. In January, the average daytime minimum and maximum temperatures range from 44 degrees F. to 64 degrees F., and in July from 72 degrees F. to 92 degrees F. During an average year, the temperature drops below 32 degrees F. about 20 times in the northwest area and about 6 times along the coast. Ninety degrees is exceeded in an average year about 70 times along the coast and slightly more than 100 times in the northwest portion of the area. The frost-free growing season of the area ranges from about 250 days near Douglas, Georgia, to 300 days along the coast.

The average relative humidity at 1 p.m. is 53 percent and monthly averages range from a low of 46 percent in April to a high of 58 percent for the months of September and December.

(3) Wind and visibility at Brunswick are similar to Savannah, Georgia, where the annual average wind speed, for the past 37 years of record, is 7.9 mph, southwest, with the highest monthly mean occurring in March at 9.2 mph, west-northwest, and the lowest monthly mean in August at 6.6 mph, southwest. Extreme winds (fastest 1 minute values) vary from 46 mph west in March 1981 to 68 mph east in May 1984. Weather Bureau records for Savannah, Georgia, give the following data:

	Clear	Partly Cloudy	Cloudy	Thunder-storms	Dense Fog*
Years of Record	37	37	37	37	37
Number Days per Year	103	110	152	62	39

*NOTE: Heavy fog, visibility 1/4 mile or less.

The Brunswick area averages 9 hours of sunshine a day in the summer and 5 to 6 hours a day in the winter. Summer rainfall is characterized by brief showers. There are few completely cloudy days.

(c) Transportation Facilities. Railway facilities are available at Brunswick, Georgia. Areas of work are accessible by barge through the Atlantic Intracoastal Waterway and the Brunswick Harbor.

(d) Location. The location of the work is within the limits of Andrews Island Disposal Area in Glynn County, GA.

(e) Subsurface Investigations: No subsurface investigations (drilling or core boring) have been performed for this work.

(A) The Contractor shall promptly, and before the conditions are disturbed, give a written notice, within 3 days, 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 inherent 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 (i)(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. (FAR 52.236-2 DIFFERING SITE CONDITIONS.)

(E) The Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the work, and that he has investigated and satisfied himself 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 he has satisfied himself 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.

(F) 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 (FAR 52.236-3 – SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK).

(End of clause)

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting

Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-4015 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)

52.236-4017 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)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general

direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.249-4001 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
6	6	5	4	5	7	9	8	5	2	3	6

(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)

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:

   File No. CWK-514, Sheets 1 through 26

2. Rates of Wages:

3. Formats:

   Project Sign

   Project Sign Legend Defined

   Project Sign Erection Detail

   Corps of Engineers Logo

   Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)

   Construction Quality Control Report

   Small and Disadvantaged Business Subcontracting Plan

   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-, and Ringer-Mounted Cranes

   SAD Form 1666a-R Safety Checklist for Control of Hazardous Energy (Lockout/Tagout)

   SAD Form 1666d-R Safety Checklist for Motor Vehicles, Trailers, and Trucks

   SAD Form 1666d-R Safety Checklist for Safe Access and Fall Protection

   SAD Form 1666d-R Safety Checklist for Scaffolds – Other Types

   SAD Form 1666e-R Safety Checklist for Contract Diving Operations

   SAD Form 1666e-R Safety Checklist for Crawler Tractors and Dozers

   SAD Form 1666e-R Safety Checklist for Cutting/Welding Operations

   SAD Form 1666e-R Safety Checklist for Demolition Operations

   SAD Form 1666e-R Safety Checklist for Forms, Falsework, and Concrete Operations

   SAD Form 1666e-R Safety Checklist for Marina Safety Inspections

   SAD Form 1666e-R Safety Checklist for Permit Required Confined Spaces (PRCS)

   SAD Form 1666e-R Safety Checklist for Personal Protective Equipment

   SAD Form 1666e-R Safety Checklist for Portable Ladders

SAD Form 1666e-R Safety Checklist for Portal, Tower, and Pillar Cranes

SAD Form 1666e-R Safety Checklist for Rigging

SAD Form 1666e-R Safety Checklist for Sanitation/Housekeeping

SAD Form 1666e-R Safety Checklist for Scaffolds – Metal Frame

SAD Form 1666e-R Safety Checklist for Scrapers, Motor Graders, and Other Mobile Equipment

SAD Form 1666e-R Safety Checklist for Structural Steel Erection

SAD Form 1666e-R Safety Checklist for Tree Work, Maintenance, or Removal Operations

SAD Form 1666e-R Safety Checklist for Trenching and Excavation Competent Person

SAD Form 1666e-R Safety Checklist for Trenching and Excavation Operations

SAD Form 1666f-R Safety Checklist for Crane Inspections

SAD Form 1666g-R Safety Checklist for Material Hoists

SAD Form 1666h-R Safety Checklist for Earth Drilling Equipment

SAD Form 1437a Safety Checklist for Floating Plant

SAD Form 1437b Safety Checklist for Launches, Motorboats, and Skiffs

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 1547 - Record of Weighted Guidelines Application

Standard Form LLL-A - Disclosure of Lobbying Activities

General Decision Number: GA030031 05/06/2005 GA31
Superseded General Decision Number: GA020031

State: Georgia

Construction Types: Heavy (Sewer and Water Line, and Heavy)

HEAVY CONSTRUCTION PROJECTS; SEWER AND WATER LINE CONSTRUCTION PROJECTS

Counties: Chatham and Effingham Counties in Georgia.

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	08/13/2004
3	02/11/2005
4	05/06/2005

* PLUM0188-001 01/31/2005

HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):

	Rates	Fringes
Plumbers and Pipefitters	$ 19.65	7.51

FOOTNOTE: Work performed at a nuclear plant site: 20% additional.

SUGA1992-001 04/01/1992

HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):

	Rates	Fringes
Carpenters:		
Form work only	$ 12.25	.85
All other work	$ 10.72	
Cement Mason	$ 8.72	
Electrician	$ 15.56	2.80
Ironworker, reinforcing and structural	$ 13.60	1.93
Laborer	$ 6.34	.38
Millwright	$ 12.85	.85
Painter	$ 9.00	
Power equipment operators:		
Backhoe	$ 7.50	
Bulldozer	$ 10.19	
Crane	$ 12.05	1.22
Loader	$ 10.79	
Mechanic	$ 11.66	1.22
Truck Driver	$ 5.62	.38

SUGA1992-002 04/01/1992

SEWER & WATER LINE CONSTRUCTION ONLY:	Rates	Fringes
Laborers:		
Pipelayer	$ 7.08	
Unskilled	$ 5.89	
Power equipment operators:		
Backhoe	$ 9.29	
Bulldozer	$ 8.83	
Loader	$ 7.98	

Truck Driver $ 8.50

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the 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, DC 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, DC 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, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number SC030010 06/13/2003 SC10
Superseded General Decision No. SC020010

State: South Carolina

Construction Type HEAVY SEWER AND WATER LINE

Counties:

ABBEVILLE	CLARENDON	HORRY	NEWBERRY
ALLENDALE	COLLETON	JASPER	OCONEE
BAMBERG	DARLINGTON	KERSHAW	ORANGEBURG
BARNWELL	DILLON	LANCASTER	SALUDA
BEAUFORT	EDGEFIELD	LAURENS	SUMTER
CALHOUN	FAIRFIELD	LEE	UNION
CHEROKEE	GEORGETOWN	MARION	WILLIAMSBURG
CHESTER	GREENWOOD	MARLBORO	
CHESTERFIELD	HAMPTON	MCCORMICK	

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction).

THIS DOES NOT INCLUDE THE SAVANNAH RIVER SITE IN ALLENDALE AND BARNWELL COUNTIES

Modification Number	Publication Date
0	06/13/2003

SUSC2001B 02/08/1990

	Rates	Fringes
BOILERMAKERS (TANK WORK)	12.96	3.315
BRICKLAYERS	6.40	
CARPENTERS	7.42	
CEMENT MASONS/CONCRETE FINISHERS	6.93	
ELECTRICIANS/LINEMEN	10.08	
IRONWORKERS	10.98	
LABORERS:		
Unskilled	5.15	
Chain Saw	5.15	
Pipelayer	5.15	
MANHOLE BUILDERS	5.15	
PIPEFITTERS	9.09	
POWER EQUIPMENT OPERATORS:		
Backhoe	6.40	
Bulldozer	5.90	
Crane	7.98	
Dragline	6.06	
Front End Loader	5.79	

Mechanic	7.09
Motor Grader	7.15
Scraper-Pan	5.48
TRUCK DRIVERS	5.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number: GA030050 06/03/2005 GA50
Superseded General Decision Number: GA020050

State: Georgia

Construction Types: Heavy (Heavy, and Sewer and Water Line)
County: Glynn County in Georgia.

HEAVY CONSTRUCTION PROJECTS; SEWER AND WATER LINE CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	07/09/2004
3	02/11/2005
4	06/03/2005

* BOIL0026-002 01/01/2005	Rates	Fringes
Boilermaker	$ 23.93	15.16

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* CARP0256-002 01/01/2005	Rates	Fringes
Carpenter & Piledrivermen	$ 17.95	5.87
Millwright	$ 18.72	5.87

ELEC0508-002 09/01/2004	Rates	Fringes

NORTH OF A LINE FROM A POINT ON THE CAMDEN/CHARLTON COUNTY LINE WHICH IS DUE WEST OF BURNT FORT, GEORGIA; THENCE FROM THIS POINT A LINE RUNNING DUE EAST THROUGH BURNT FORT; THENCE SOUTHEAST OF SEALS, GEORGIA; THENCE DUE EAST TO THE ATLANTIC OCEAN:

Electricians:		
Instrumentation Technician.	$ 20.70	6.38
Journeyman Wireman	. $ 19.00	6.31
Nuclear Work	$ 22.75	6.46

IRON0597-001 08/01/2004	Rates	Fringes
Ironworker	$ 18.35	6.17

PAIN1169-001 08/01/2004	Rates	Fringes
Painter	$ 17.15	5.55

FOOTNOTES: Work in enclosed or confined areas where the temperature exceeds 100 degrees: $.50 per hour additional. All painting materials applied with rollers from nine inches in width to twelve inches in width: $.25 per hour additional. Any materials applied with rollers over twelve inches in width: $.50 per hour additional.

SUGA1987-005 09/01/1987	Rates	Fringes
Cement Mason	$ 10.26	
Heat and Frost Insulator	$ 15.55	2.73
Laborers:		
Asphalt rake	$ 5.71	
Common	$ 5.73	
Pipelayer	$ 6.23	
Power equipment operators:		
Backhoe	$ 8.47	
Bulldozer	$ 7.90	
Crane	$ 13.19	
Front end loader	$ 8.99	
Mechanic	$ 11.38	
Motor grade	$ 8.96	
Roller	$ 5.51	
Sheet Metal Worker	$ 14.85	3.24
Truck Driver	$ 6.60	

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 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the 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, DC 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, DC 20210

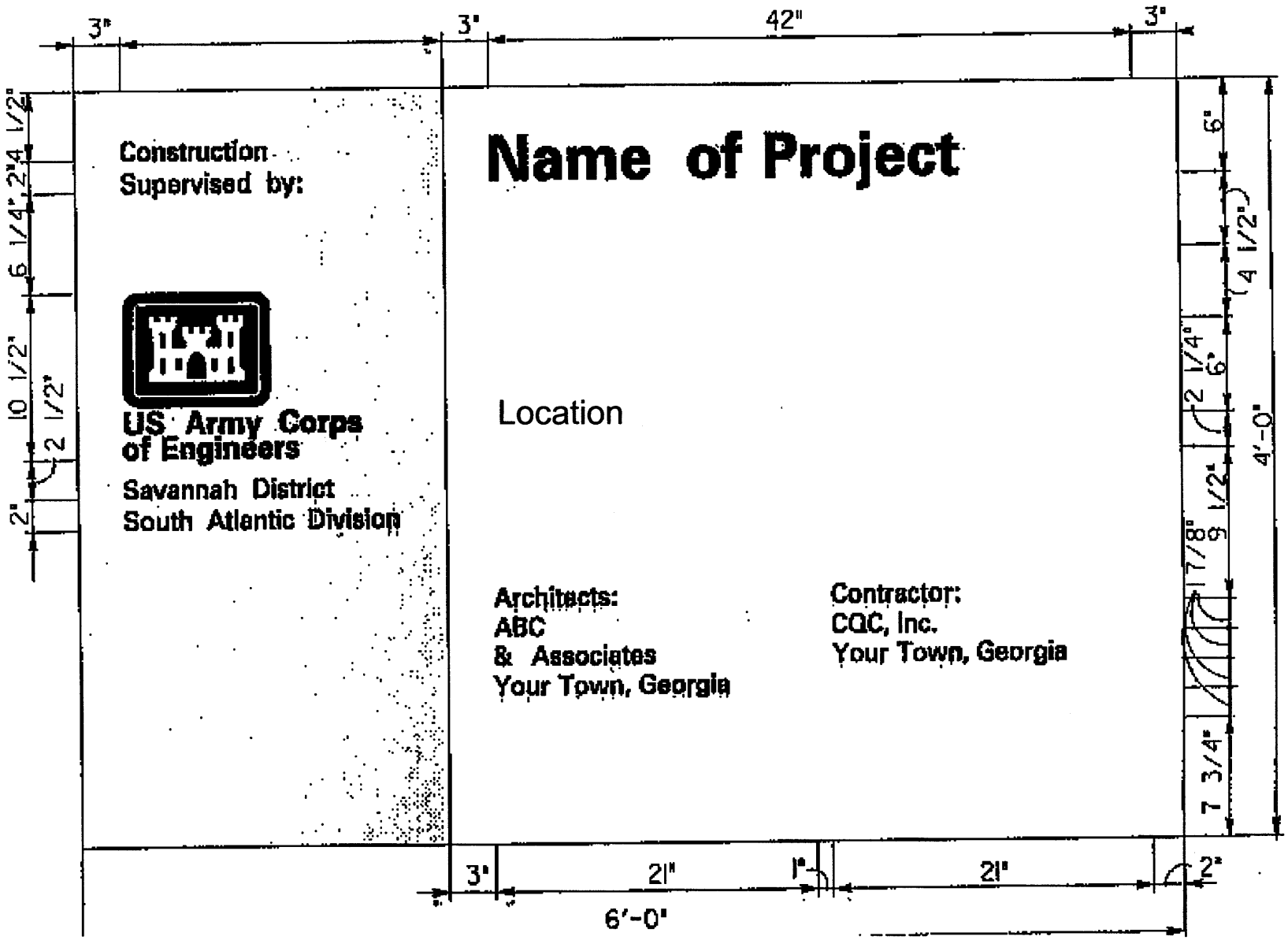
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION


3"
3"
42"
3"
Construction
Supervised by:
US Army Corps
of Engineers
Savannah District
South Atlantic Division
Name of Project
Location
Architects:
ABC
& Associates
Your Town, Georgia
Contractor:
CQC, Inc.
Your Town, Georgia
10 1/2"
2 1/2"
2"
6 1/4"
2"
4 1/2"
6"
4 1/2"
2 1/4"
6"
4'-0"
9 1/2"
7 7/8"
7 3/4"
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.

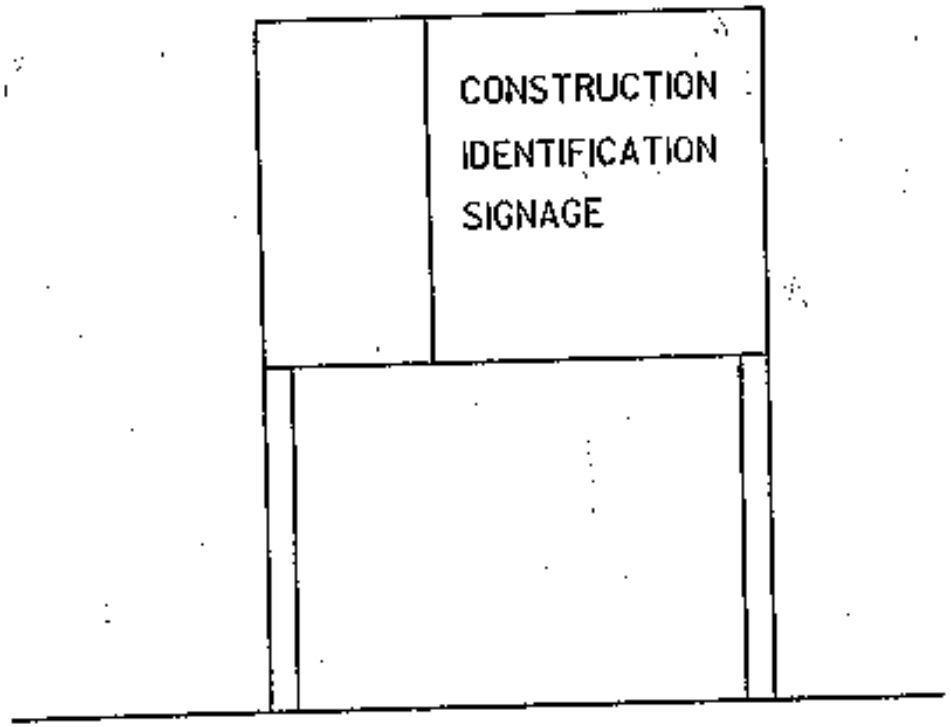
Legend Group 5a: The words:

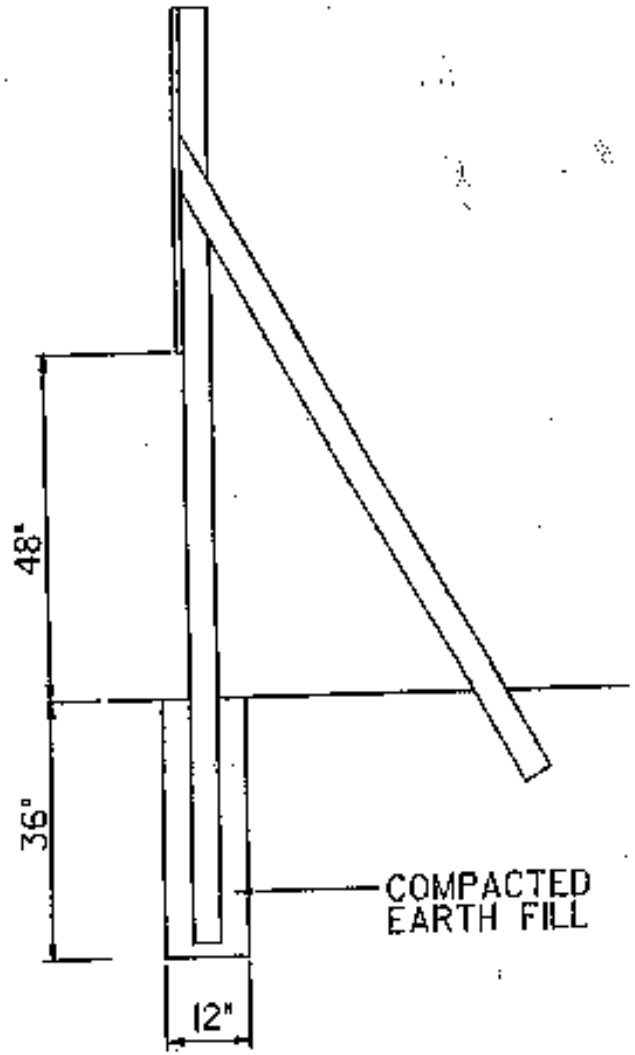
"Architects:" or "Engineers:" or "Architect-Engineers:"

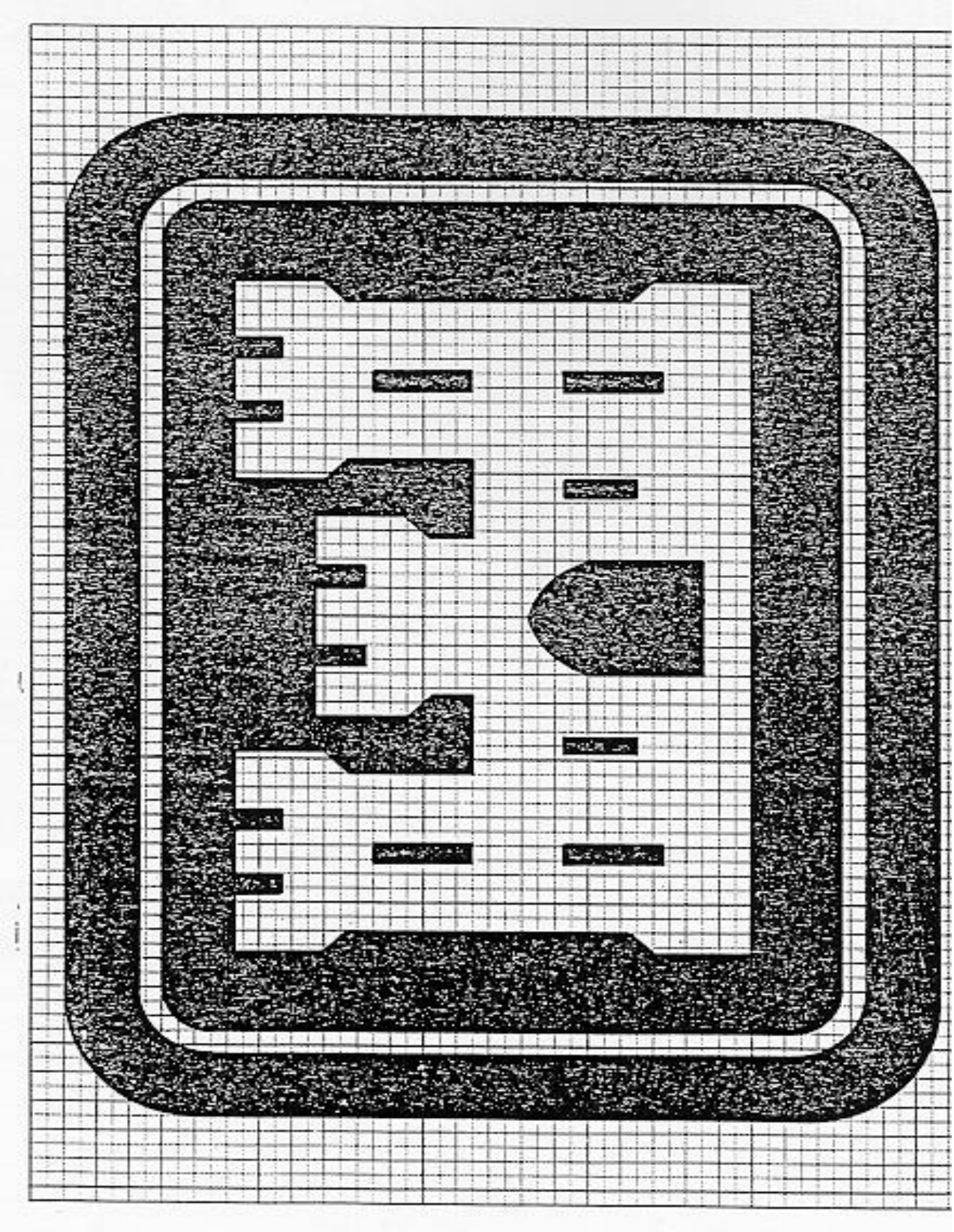
shall be a one to five line identification of the prime architect or engineering corporate or firm name, city, and State. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

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 competent person or a qualified 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);

i. Confined space (06.1);

j. Hazardous energy control plan (12.A.07);

k. Critical lift procedures (16.C.17);

l. 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:

---

5. Offsite Surveillance Activities:

---

6. Job Safety:

(Daily comment required.)

---

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

SAMPLE

SMALL AND DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

BETTER BUILDERS, INC.

DATE: June 29, 2004

SOLICITATION NO. W912HN-0X-X-XXXX

TITLE: Barracks Complex, Fort Swampy, Georgia

Type of Work: Design and Construction

In accordance with applicable contract clauses of the solicitation noted above, Better Builders, Inc. submits the following Small Business Subcontracting Plan (includes small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns).

It is company policy to follow all public laws including P.L. 99-661, Section 1207, P.L. 100-180, Section 806, P.L. 105-135 and P.L. 106-50. We have informed all purchasers to follow these laws in hiring subcontractors and buying materials.

1. The following goals (expressed in terms of percentages of the total dollars available for subcontract/purchase order award) would be applicable to a contract awarded under the cited solicitation. You must also provide the dollar amounts for each of the goals listed below.

    a. Total Proposed Contract Amount: $26,961,000

    b. Total amount available for Subcontract award: $18,300,000

    c. Large Business: $7,832,400 – 42.8%

    d. Total amount to be subcontracted to all small business: $10,467,600 - 57.2%

    e. Small Disadvantaged Business: $1,628,700 – 8.9%

    f. Women-Owned Small Business: $1,482,300 – 8.1%

    g. Service-Disabled Veteran-Owned Small Business: $549,000 - 3%

    h. HUBZone Small Business: $549,000 – 3%

i. Veteran Owned Small Business: ***See NOTE below.**

j. There are no options in this solicitation. ***(NOTE: If there are options in the solicitation you must provide the same information as listed in paragraph 1 a-h for each option year/period.)***

k. Indirect and overhead costs have not been included in the goals specified in this section for amounts available for subcontract/purchase order award.

l. Consideration was given to HCBU/MI's but no opportunities were found to be included in the small disadvantaged business goals.

NOTE: *FAR 52.219-9 requires a goal in your subcontracting plan for Veteran-Owned small business concerns. While Savannah District does not have a specific goal for subcontracting with Veteran-Owned small business, it must be addressed in any subcontracting plan.

2. The following principal products and/or services will be subcontracted under this contract, and the distribution among all small business concerns are as follows:

	LB	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB
Windows		X					
Storm Doors		X					
Plumbing		X					
Materials			X				
Equipment			X				
Asphalt				X			
Electrical				X			
Doors				X			
Window Treatment					X		
HVAC					X		
Concrete					X		
Vinyl Siding						X	
Insulation						X	
Gutters						X	
Carpentry							X
Fencing							X

NOTE: Company names should be provided for each product and/or service listed.

The following method was used in developing our subcontracting goals: (1) all areas of potential subcontract work were determined to be available for subcontract award to all types of small business concerns, and (2) will be actively recruited for participation through the many sources described hereinafter.

3. The following individual will administer this Subcontract Plan on behalf of Better Builders, Inc.:

Name: Freddie Better Title: Executive Vice President

Address and Telephone Number: 4845 Tonka Drive
Fair Haven, CT 27413
800-621-4845

The individual's specific duties with regard to the conduct of our firm's Subcontracting Plan will include, but will not be limited to the following:

a. Developing and maintaining bidders lists of all types of small business concerns using sources such as the Dynamic Small Business Search developed by the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, Local Minority Business Development Centers and Minority Contractor Associations, and the General Business Services Center in the project's Standard Metropolitan Statistical Area.

b. Assuring the inclusion of all types of small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by all types of small business concerns.

c. Establishing and maintaining records of all solicitations and subcontract awards to all types of small business concerns to ensure that the members of the firm who review bidders proposals document their reasons for selecting or not selecting a bid.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with the instructions provided on the forms, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Conducting or arranging for all other activities necessary to further the intent and attainment of goals of the Plan to include motivational training of the firm's purchasing personnel attendance at workshop, seminars and trade fairs conducted by or on behalf of all types of small business concerns, and general cooperation with members of these concerns or their representatives.

4. The following steps will be taken to ensure that all types of small business concerns receive notice and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services described in paragraph 2 above:

a. Sources will be requested through the Dynamic Small Business Search, business development organizations, small business trade associations and at small business procurement conferences; sources will be contacted and bidding materials will be provided to all responding parties with interest.

b. Internally, motivational training will be conducted to guide and encourage purchasing personnel; source lists and guides to all types of small business concerns will be maintained and utilized by purchasing personnel while soliciting subcontracts and purchase orders; activities will be monitored to ensure sufficient time is allowed for interested bidders to prepare their bids and to evaluate continuing compliance with this Subcontracting Plan.

5. Better Builders, Inc. agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of $500,000 ($1,000,000 in the case of construction) will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of all potential small business and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractor's facilities to review applicable records and subcontracting program progress.

6. Better Builders, Inc. agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the solicitation.

7. Better Builders, Inc. agrees to maintain at least the following types of records to document compliance with this Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for all small business sources, along with records of attendance at conferences, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying all types of small business concerns

c. Records on all subcontract solicitations, on a contract-by-contract basis, indicating (1) whether all types of small business concerns were solicited, and if not, why not; and (2) the reasons for the failure of all solicited small businesses to receive a subcontract award.

d. Records of all subcontract award data, to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

In closing Better Builders, Inc. states that it will be the policy of Better Builders, Inc. to afford every practicable opportunity to all types of small business concerns to participate in construction contracts awarded to Better Builders, Inc. by the Federal Government to ensure that equitable opportunity is provided to all types of small business concerns to compete for award of subcontracts and purchase orders, and to diligently pursue the achievement of our goals by participation of all types of small business concerns in the dollars available for subcontract/purchase order award under the solicitation.

BY_____ DATE _____

_____
Signature

_____
Title, and Company Name

_____ DATE _____
Contract Specialist

Approval Recommended

_____ DATE _____

SADBU

Approve/Disapprove

_____ DATE _____

Contracting Officer

Approve/Disapprove

_____ DATE _____

Procurement Center Representative
Small Business Administration

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).

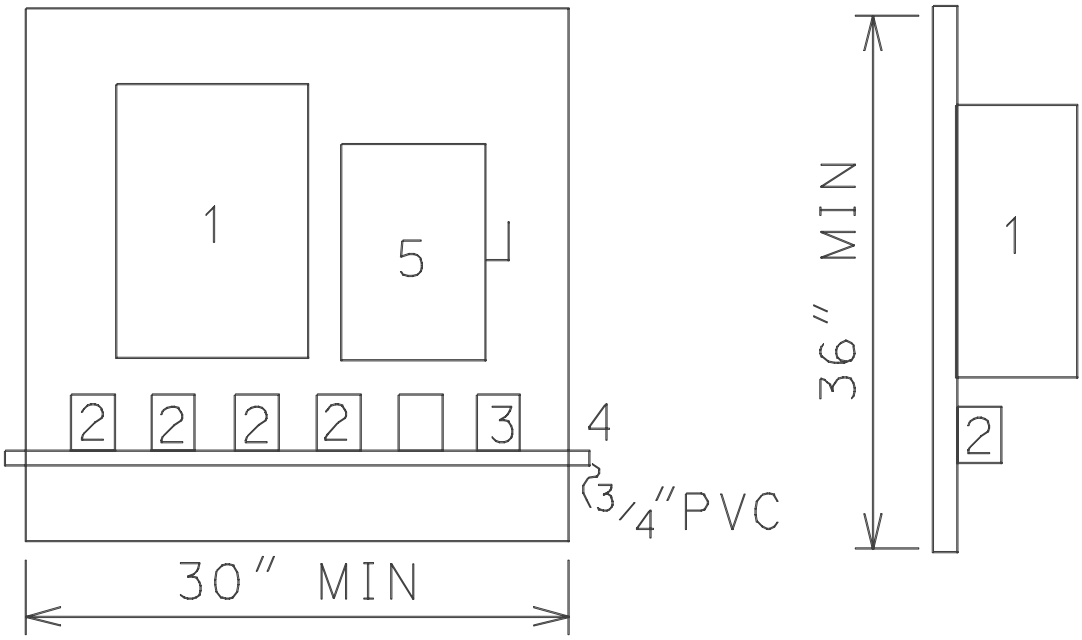
7. Extension cords (type, UL listed, insulation condition, splices, location).

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-, AND RINGER-MOUNTED CRANES

Contract # and title:	
Equipment name & number: owned or leased?	
Contractor:	Subcontractor:
Contract Inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**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.04)			
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 logbook documenting use, maintenance, inspections and tests? d. Operating manual for crane operator aids used on the crane.			
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/oral 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)			

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
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 devices have manually activated friction brakes? (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)			
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 visibility 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, foot walks, 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.19)			
30. Are truck and crawler cranes attached to a barge or pontoon by means of a tie-down system with some slack? Movement during lifting is not permitted. (16.F.08)			

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.06) 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)			
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.34)			
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.02)			
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 boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disengaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
42. Remarks:(Enter actions taken for all “no” answers.)			

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

42. (cont.) Remarks:(Enter actions taken for all “no” answers.) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Contractor # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Has the hazardous emergency control plan been submitted to the designated authority for acceptance? (12.D.02)			
2. Do systems with energy isolating devices which are capable of being locked out utilize locking devices to control hazardous energy? (12.D.06)			
3. If locking devices are not used, have the following criteria been met? a. The use of locking control devices would entail burdens that exceed any advantage to the use of tag out devices? b. The use of tag out devices will provide full employees protection? c. All affected employees can and will be informed that tag out is being used in lieu of lockout? (12.D.06)			
4. Does the aforementioned plan clearly and specifically outline the scope, purpose, authorization, rules and techniques to be utilized? (12.A.07)			
5. Has training been conducted to ensure employees understand the hazardous energy procedures and possess the knowledge and skills required for the safe application, usage, and removal of emergency controls? (12.B.01)			
6. Have daily inspections been conducted and documented to ensure all requirements of the hazardous energy procedures are being followed? (12.C)			
7. Are lockout and tagout devices capable of withstanding the environments to which they are exposed for the maximum period of time the exposure is expected and do they identify the employee applying the device? (12.D.01)			
8. In addition to the requirements established in 12.D.01, are lockout devices substantial enough to prevent removal without the use of excessive force or unusual techniques? (12.D.02)			
9. Do tagout devices meet the following requirements: (12.D.03a-d) a. Have a standardized (with a project) printed format b. Constructed and printed so that exposure to weather conditions, wet or damp locations, or corrosive environments will not cause the tag to deteriorate or the message to become illegible.			

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
9. (cont.) Do tagout devices meet the following requirements: (12.D.03a-d) a. Attached by means of a non-releasable, substantial enough to prevent removal, attachable by hand, self-locking, non-releasable, with a minimum strength 50 lbs. And, be at least equivalent to a one-peace, nylon tie. b. Warn against the hazardous condition resulting from system energization and include a legend such as **DO NOT START, DO NOT OPEN, DO NOT CLOSE, DO NOT ENERGIZE, DO NOT OPERATE, etc.**			

10. Remarks: (Enter actions taken for "no" answers)

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Contractor inspector signature

Contractor QC/safety officer/project manager signature

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

Contract # and title: Owned or leased?	
Equipment name & number:	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**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.05)			
5. Does the vehicle have: (18.A.06) a. An operable speedometer? b. An operable fuel gage? c. An operable 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?			
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?			

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
7. (cont.) 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 breakaway 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 allows 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)			
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)			

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
16. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SAFE ACCESS AND FALL PROTECTION

Contractor # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Is each employee who might be exposed to fall hazards trained by a competent person qualified in the following areas, in the safe use of access ways and fall protection systems and the recognition of hazards related to their use, including: a. Nature of access and fall hazards in the work area? b. Correct procedures for constructing, erecting, maintaining, using, dismantling access ways and fall protection? c. Maximum intended load carrying capacities? d. Mechanical equipment limitations during roofing work on low-sloped roofs? e. Rescuer equipment and procedures? (21.A.16)			
2. Are the manufacture's recommendations followed in the fitting, adjusting, replacement, inspecting, testing, and care of personal fall protective equipment? (21.C.06)			
3. Is personal fall protection equipment inspected by the worker prior to each use to determine that it is in a safe working condition? (21.C.07)			
4. Is personal fall protection equipment inspected by competent person at last once semi-annually and whenever subject to severe use; defective equipment shall be immediately replaced? (21.C07)			
5. Are body belts prohibited from use except as positioning and restraint systems only? (05.F.01a)			
6. Are harness lanyards looped back over or through a large object and then attached back to themselves unless permitted by the manufacturer? (05.F.03)			
7. When vertical lifelines are used, is each employee attached to a separate lifeline? (21.C.09a)			
8. Are anchorages used for attachment of personal fall arrest equipment independent of any anchorage used to support or suspend platforms and are they capable of supporting at least 2,270 kg (5,000 lb) per employee attached? ? (21.C.11c)			
9. Are safety nets and safety net installations tested in the suspended position immediately after installation and before being used as a fall protection system?			

SAFETY CHECKLIST FOR SAFE ACCESS AND FALL PROTECTION

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Prior to commencing any activity which requires work in elevated areas, have all provisions for access and fall protection been delineated in the hazard analysis and accepted by the GDA? (22.A.03)			
11. Is each person supported by a suspended scaffold protected by a Type 1 body belt or body harness system? (22.E.15)			
12. Are workers provided fall protection whenever they are exposed to falls of 1.8 m (6 ft) or greater? (27.E.06)			
13. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

Contractor # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Does the scaffold have a standard guardrail system? (21.B)			
2. Are scaffolds and their components capable of supporting without failure at least 4 times the maximum anticipated load? (22.B.01(a))			
3. Are scaffolds plumb and level? (22.B.03)			
4. Do scaffolds (other than suspended scaffolds) bear on base plates upon sills or other adequate foundation? (22.B.04)			
5. all planking overlapped or secured from movement? (22.B.06(e))			
6. Do scaffolds planks extend over their end supports not less than 6 inches (unless planking is manufactured with restraining hooks or equivalent means) nor more than 12 inches? (22.B.06)			
7. Is planking supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening tipping, or displacement? (22.B.06(e))			
8. Has a ladder or equivalent safe access been provided? (22.B.08(a))			
9. In a built-in ladder is part of a scaffold system, does it conform to the requirements for ladders? (22.B.08(b))			
10. Has a ladder or equivalent safe access been provided? (22.B.08(a))			
11. When the scaffold height exceeds 4 times the minimum scaffold base dimension, is the scaffold secured to the wall or structure? (22.B.09)			
12. Is the use of brackets on scaffolds prohibited unless the tipping effect is controlled? (22.B.10)			
13. Are all scaffolds 60 feet or less in height constructed in accordance with Table 22-1?			
14. Where wood poles are spliced are the ends squared and the upper section rests squarely on the lower section? (22.D.03(a))			
15. Are ledgers long enough to extend over a minimum of two poles and reinforced by bearing blocks nailed to the side if the pole to form a support for the ledger (22.D.04(c))?			
16. Are independent pole scaffolds set as near to the wall of the building as possible? (22.A.05)			
17. Is each person supported by a suspended scaffold protected by a Type 1 body belt or body harness system? (22.E.15)			
18. Do all parts of suspended scaffold, hoist, ropes, brakes, and anchorages been inspected prior to being placed in services? (22.E.04)			

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
19. Are outrigger beams made of structural metal and restrained to prevent movement? (22.E.02)			
20. Does each hoist have a name plate with the manufactures name, maximum load rating, identification number, and wire rope specifications? (22.E.08(b))			
21. Are suspended scaffolds guyed, braced, guided, or equipped with a tag line to prevent swaying? (22.E.10)			
22. Are two-point suspension scaffold platforms between 20 and 36 inches wide and securely fastened to the hangers? (22.E.11(a))			
23. Is each person supported by a suspended scaffold protected by a body harness system attached by a lanyard to a lifeline, trolley line, or scaffold structural member? (22.E.15)			
24. Is each bracket, except for wooden bracket form scaffolds, attached to the supporting formwork or structure supporting member, or form carpenter's bracket scaffolds only, by a bolt extending through to the opposite side of the structure's wall? (22.H.01)			
25. Are horse scaffold constructed or arranged in two tiers or less? (22.H.01)			
26. Do pump jack scaffolds carry a working load of 500 pounds or less (22.I.01)			
27. Are crane supported work platforms used only when the erection, use and dismantling of conventional means of scaffold reaching work site, such as a personnel hoist, ladder, stairway, or scaffold would be more hazardous or is not possible because of structural design or work site? (22.F.01)			
28. Has the person responsible for the lift prepared an AHA and attested to the need for the operation in writing? (22.F.01)			
29. Has the person responsible for the lift signed the AHA and submitted it to the GDA for acceptance? (22.F.01)			
30. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

30. (cont.) Remarks: (Enter actions taken for “no” answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CONTRACT DIVING OPERATIONS

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Have all other options for exploration been considered before resorting to diving as a means securing information? (30.A.03)			
2. Is surface supplies air (SSA) utilized whenever possible in accordance with practical constraints of diving operations? (30.A.04)			
3. Does each driver team member have documented training and/or experience consistent with the performance requirements of the scope of work? (30.A.08)			
4. Does the diving plan format adhere to prescribed safe operating procedures? (30.A.15)			
5. Does the safe practices manual include as a minimum: assignments and responsibilities of dive tram members; equipment certification, procedures and checklists, emergency procedures for fire, equipment failure, adverse weather conditions, illnesses, injuries, and requirements for inspections? (30.A.16)			
6. Does each dive team member have current certification in CPR and first aid (evidence of this will be a photocopy of certificate)? (30.A.09)			
7. Has the contractor submitted a certification signed by a licensed physician stating each diver satisfactory completion of medical fitness examinations within the previous 12 months? (30.A.10)			
8. Has each diving operations plan, AHA, and Emergency Management Plan been developed, submitted, reviewed, and accepted prior to commencement of diving operation by the DDC and Safety and Occupational Office? (30.A.15)			
9. Is a pre-diving conference held prior to each dive with all members of the dive team and a representative of the contractor? (30.A20)			
10. For each diver and dive is a dive log maintain containing the following information as a minimum: (30.A.25) a. Full name? b. Date and location of dive? c. Maximum depth and bottom time? d. Surface interval between dives? e. Breathing medium and type of equipment used?			

SAFETY CHECKLIST FOR CONTRACT DIVING OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. For each diver and dive is a dive log maintain containing the following information as a minimum: (30.A.25) a. Group classification at the beginning and end of each interval? b. Water and ambient temperature? c. Depth(s) and duration(s) of any decompression stops? d. Date and time of previous dive.			
11. Is each SCUBA diver equipped with an alternate air source, buoyancy compensation device, submersible cylinder, pressure gauge, weight belt, depth gauge, and knife, timekeeping device? (30.B.03)			
12. Are surface supplied air operators prohibited in depths greater than 190 feet? (30.C.01)			
13. Is a dual lock, multi-place, recompression chamber available and ready for use at dive locations for any dive deeper greater than 100 feet? (30.B.01)			
14. Does each mixed-gas diving operations have a dive-location reserve breathing gas supply? (30.B.07)			
15. Are air compressor system used to supply air to surface supplied air divers equipped with a volume tank with a check valve on the inlet side, a pressure gauge, a relief valve, and drain valve? (30.E.02)			
16. Do air compressors used in diving operations meet the following requirements? (30.E.04) a. Are air compressor intakes located away from areas containing exhaust or other contaminates? b. Designed for specific intended use and equipped with an approved regulator, suitable in-line air purifying sorbent beds and filters inserted into the supply line? c. An alarm system to alert the dive supervisor of hazards?			
17. Are air compressor systems both high pressure (SCUBA) and low pressure (surface supplied) tested by an accredited testing laboratory for purity on a six-month basis? (30.E.05)			
18. Is a copy of the certificate of analysis available showing the breathing air meets the minimum acceptable criteria provided to the designated authority? (30.E.05)			
19. Do breathing air supply lines have connector made of corrosion resistant materials, umbilical make with kink resistant materials with a nominal breaking strength of 2650 lbs. and safety lines? (30.E.06)			
20. Do all dive sites have first aid kits, an oxygen resuscitation system, and a stokes litter or backboard? (30.E/11)			
21. Before using one-atmosphere suits (Newt Suits) has approval been given by the HQUSACE Command Diving Coordinator?			

SAFETY CHECKLIST FOR CONTRACT DIVING OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
22. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
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:

This checklist references EM 385 1-1, revised 3 November 2003	**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.34)			
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? (16.B.04)			
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)			

SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. (cont.) Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CUTTING/WELDING OPERATIONS

Contractor # and title:	
Equipment name & number: owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Is a compatible fire extinguisher immediately available? (10.C.01)			
2. Is the area free of combustible materials, explosive atmosphere (flammable gases, liquids, etc.) or oxygen-enriched atmosphere? (10.C.02)			
3. Are workers and the public shielded from rays, flashes, sparks, molten metal and slag? (10.C.04)			
4. Are all passageways, ladders, stairways, etc. kept clear of hoses or cables? (10.A.05)			
5. Are electrical welding units, shutdown when unattended? (10.E.11)			
6. Are the frame of arc welding and cutting machines grounded? (10.E.04)			
7. Are cable free of splices or repaired insulation within 10 feet of the rod holder? (10.E.03)			
8. Have welding leads been checked to ensure there is no contact with the metal parts or the support suspended scaffolds? (10.E.09)			
9. Are torch valves and gas supply shut off when work is suspended (10.D.06)?			
10. When work is suspended, are torches, hoses, etc, removed from confined spaces? Tanks are prohibited in confined spaces (10.D.06)			
11. When cylinders are stored, in transit are the regulators removed and protective caps installed? (20.D.07)			
12. Are all compressed gas cylinders secured upright position at all times, except when being hoisted? (20.D.10)			
13. Are upright cylinders secured in racks or hand trucks? (20.D.03)			
14. Are cylinders stored in well ventilated locations, segregated by gas type, and away form flammable and combustible materials? (20.D.03)			
15. Are oxygen cylinders in storage and fuel gases separated by a fire resistive wall or by a distance of 20 feet? (20.D.03)			
16. Are “No Smoking” signs posted around cylinders storage areas? (20.D.03)			
17. Have oxyfuel or other gas-oxygen cutting and welding systems been equipped with revere-flow check valves and flame arrestor in each hose between the torch and the regulator? (10.S.07)			
18. Is a pressure gauge provided on all pressurized equipment and system?			

SAFETY CHECKLIST FOR CUTTING/WELDING OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
19. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Prior to initiating demolition activities has a demolition plan and engineering asbestos, and lead surveys been completed by a Registered Professional Engineer? (23.A.01)			
2. Have all electric, gas, water, steam, sewer, and other service lines been shut off, capped or otherwise controlled outside the building line before demotion is started? (23.A.02)			
3. Has it been determined if any hazardous building materials, hazardous chemicals, gases, explosives, flammable materials, or hazardous substances have been used in any building construction, pipes, tanks, or other cause, have the floors and walls been shored or braced? (23.A.03)			
4. Have test results been provided to the GSA and Contractor's designed authority? (23.A.03)			
5. When employees work within a structure to be demolished which has been damaged by fire, flood, explosion, or other cause, have the floor and walls been shored or braced? (23.A.04)			
6. Has each story of exterior wall and floor been removed or dropped into the storage space below before commencing the removal of exterior walls and floors in the next story below? (23.A.05)			
7. Is everyone protected from the fragmentation of glass? (23.A.06)			
8. Have employee entrances to multistory structures being demolished been protected by sidewalk sheds, canopies, or both? (23.A.08)			
9. Is the designated means of access indicated on the demolition plan? (23.A.09)			
10. Are continuing inspections by a competent person being conducted during demolition to detect hazards resulting from weakened or deteriorated floors, walls or loosened material? (23.A.10)			
11. Are chute opening into which debris is dumped protected by a guardrail 42 inches above the floor or other surface on which personnel stand to dump the material? (23.B.01)			
12. Are signed warning of the hazard of failing materials posted at each side of the debris opening at each floor? (23.B.02)			
13. Has a competent person been assigned to control operation of the chute gate and the backing and loading of trucks? (23.B.04)			

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Is the area surrounding the discharge end of the chute closed when operations are not in progress? (23.B.05)			
15. Are chutes designed and constructed of such strength so to eliminate failure due to impact of materials or debris loaded therein? (23.B.07)			
16. Do floor openings have curbs or stop-logs to prevent equipment from running over the edge? (23.B.09)			
17. Are masonry walls, or sections of masonry, prohibited from falling in such quantities as to exceed the safe carrying capacities of the floors? (23.C.01)			
18. Are employees prohibited from working on the top of a wall during hazardous weather? (23.C.03)			
19. Are floor openings within 10 feet of any wall being demolished planked solid except when employees are kept out of the area below? (23.C.05)			
20. Is debris and other material removed from floor arches and adjacent areas before demolishing? (23.D.02			
21. Are safe walkways provided and used by personnel to enable them to reach any point without walking on exposed beams? (23.D.03)			
22. Do plank ends overlap by at least 1 foot when laid together over solid bearing? (23.D.05)			
23. Has planks been provided for workers razing steel framing? (23.E.01)			
24. Is steel construction dismantled column-by-column and tier-by-tier? (23.E.02)			
25. Are structural members being dismembered prohibited from overstressed? (23.E.03)			
26. Are all persons prohibited from being in areas affected by demolition when balling or clamming is being done? (23.F.01)			
27. Is the weight of the demotion ball within 50% of the crane's rated capacity at the operating configuration? (23.F.02)			
28. Is the ball attached to the load line with a swivel connection to prevent twisting and is it protected against accidental disconnection? (23.F.04)			
29. Are all roof cornices or other ornamental stonework removed prior to pulling walls over? (23.F.06)			
30. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

22. (cont.) Remarks: (Enter actions taken for “no” answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Are protective clothes and equipment (boots, gloves, goggles, etc.) utilized when pouring concrete? (05.A.01)			
2. Is overhead protection provided to prevent falling objects from striking workers or the public? ()			
3. Is a signal person provided when the point of operation is not view of the vehicle, machine, or equipment operators? (8.B.04)			
4. During welding or cutting operations, is protection from arc flashes, sparks, slag's, etc., provided? (10.A.04)			
5. Are vibrators, concrete finishers, portable electric tools properly grounded? (11.C.01(a))			
6. Are good housekeeping practices enforce during construction? (14.C.01)			
7. Are tools, materials, extension cords, hoses, and debris maintained so as not to create a tripping or other hazards? (14.C.04)			
8. Have all protruding nails, rods, wires been removed, hammered down, or bent over? (14.B.01)			
9. Is safe access to the operations provided? (16.B.04)			
10. Do portable ladders extend at least 3 feet above roof, platform or landing? (21.D02(b))			
11. Are portable ladders secured top, middle, and bottom? (21.D.08(b))			
12. Are transverse cleats provided where inclined ramps exceed 1-on-5 ratio? (21.F.01)			
13. Are employees prohibited from working above or in positions exposed to protruding reinforcement steel or other impalement hazards unless provisions have been made to control the hazard? (27.A.02)			
14. Are manually guided powered and rotating concrete troweling machines equipped with a control switch that will automatically shut off the power wherever the operator removes his/her hands from the equipment handle? (27.A.02)			
15. Is all formwork, shoring, and bracing designed, fabricated, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads? (27.B.01)			
16. Have the design, erection, and removal plans been submitted for review to the GDA? (27.B.02(b))			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Have splices been designed and constructed to prevent bucking and bending? (27.B.04)			
18. Is sufficient bracing provided to prevent bucking or displacement? (27.B.05)			
19. IS shoring inspected prior to, during, and immediately after placement of concrete? (27.B.06(b))			
20. Have all nails used to secure bracing or adjustable timber single post shores been driven home and the point of the nail bent over if possible? (27.B.09(g))			
21. Is the material used for couplings made of structural type drop-forged steel, malleable iron, or structural grade aluminum? (27.B.10(a))			
22. Are steel rods or pipes on which the jack climb or by which the forms are lifted designed specifically for that purpose (27.B.12(a))			
23. Are precast concrete members adequately supported? (27.C.01))			
24. Are lifting insects which are embedded or otherwise attached to precast concrete members, other than lift-up members, capable of supporting at least four times the maximum intended load applied or transmitted to them? (27.C02(b))			
25. Are lift-slab operations planned and designed by registered engineer or architect and are plans submitted to the DGA for review? (27.D.01)			
26. Do threaded rods and other members that transmit loads to the jacks have a minimum safety factor of 2.5? (27.D.02(b))			
27. Do hydraulic jacks used in lift-slab construction have a safety device which will cause the jacks to support the load in any position if the jack malfunctions) (27.D.02(e))			
28. Is the jack blocked or cribbed when it is necessary to provide a firm foundation? (27.D.03(a))			
29. Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
29. (cont.) Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR MARINA SAFETY INSPECTIONS

Contract # and Title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

Guidelines for the Safe Operation and Maintenance of Marinas	**Yes**	**No**	**N/A**
1. Are main walkways at least 4 feet wide and the minimum width between berthing slips at least 3 feet when used as access to boats? (paragraph 11.1)			
2. Are handrails provided on all stairways, walkways, gangways, and all offices and service docks that are open to the general public? (paragraph 12.1)			
3. Are potable drinking water dispensers designed, constructed, and serviced to ensure sanitary conditions; capable of being closed; and equipped with a tap; and clearly marked "DRINKING WATER"? (02.B.04)			
4. Is the use of a common cup prohibited? (02.B.06)			
5. Are outlets dispensing nonpotable water conspicuously posted with weaning labels "**CAUTION- WATER UNSAFE FOR DRINKING, WASHING, OR COOKING**"? (02.B.07)			
6. Where sanitary sewers are not available have chemical, recirculation, combustion, or other toilet systems as approved by state/local government been provided? (02.C.01)			
7. Are toilet facilities constricted that the occupants are protected against weather or falling objects; all cracks sealed; and the door tight-fitting, self-closing, and capable of being latched? (02.C.03)			
8. Are provision in place before placing toilet facilities into operation for the routine serving and cleaning of all toilets and sewage disposal (02.C.08)			
9. Have washing facilities been provided as needed to maintain healthful and sanitary conditions? (02.D.01)			
10. Whenever employees are required to shower, have the showers been provided with one shower for every 0 employees of each sex; body soap; hot and cold running water; and individual clean towels? (02.D.03)			
11. Are all food and beverages prohibited from being consumed in toilet rooms or in an area exposed to toxic materials? (02.E.03)			
12. Are work areas and means of access maintained and kept safe and orderly? (14.C.01)			
13. Are daily inspections conducted in work area for adequate housekeeping? (14.C.01)			

SAFETY CHECKLIST FOR MARINA SAFETY INSPECTIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Area all stairways, passageways, gangways, and accessways kept free of materials, supplies and obstructions at all times? (14.C.02)			
15. Is scrap lumber, forms and debris kept cleared from work areas and access ways in and around building storage yards and other structures? (14.C.02)			
16. Are storage and constructions sites kept free from the accumulation of combustible materials (14.C.09)			
17. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PERMIT REQUIRED CONFINED SPACES (PRCS)

Contractor # and title:	
Equipment name & number: owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Has the contractor or GDA appointed in writing a competent person to evaluate the potential for permit required confined spaces? (06.I.01)			
2. Is a list of non-permit and permit required confined spaces maintained at the job site? (06.I.01)			
3. Have permit required confined spaces been identified with a sign? (06.I.01)			
4. Are permit required confined spaces reevaluated at least annually or whenever they or their characteristics change in a way that could lead to reclassification? (01.I.01)			
5. Do the entrants, attendants, supervisors, and contractors fully understand their duties? (01.I.01)			
6. Have all employees with potential entry into a PRCS been notified of the existence, location, and hazards of the space? (01.I.02)			
7. Is there a written PRCS program? (01.I.05)			
8. Has the designated authority developed and implemented a system for preparation, issuance, use, and cancellation of entry permits? (01.I.06)			
9. Have plans and procedures been developed and implemented for summoning rescue and emergency services? (01.I.06)			
10. Has the designated official developed and implemented procedures to coordinate entry operations when more than one work crew are authorized entry? (01.I.06)			
11. Have all employees been instructed not to enter PRCSs without the proper permit and without following the procedures and practices outlined in the permit? (06.I.07)			
12. Have employees required to enter PRCSs or act as an attendant or entry supervisor been trained to acquire the understanding, knowledge, and skills necessary for the safe performance of their assigned responsibilities and duties? (06.I.07)			
13. Has each member of the on-site rescue team/emergency practiced making PRCS rescues at least once every 12 months? (06.I.08)			
14. Has the off-site rescue/emergency been informed of the hazards they may confront and been provided access to all permit spaces from which rescue may be necessary? (06.I.08)			

SAFETY CHECKLIST FOR PERMIT REQUIRED CONFINED SPACES (PRCS)

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
15. Are retrieval systems or methods used wherever any authorized entrant entry a PRCS, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant? (06.I.10)			
16. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PERSONAL PROTECTIVE EQUIPMENT

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Do employees wear clothing suitable for the weather and work conditions? The minimum for field work is a short sleeve shirt, long trousers and leather or protective work shoes or boots. (05.A.07a)			
2. Is protective footwear worn (rubber boots, steel-toed boots, etc.)? (05.A.08)			
3. Do persons exposed to vehicle and equipment traffic, including signal persons or spotters wear apparel marked with reflectorized or high visibility material? (05.A.11)			
4. Is overhead protection provided where the public or workers are subject to injury from falling objects? (05.A.12)			
5. Are protective leg chaps worn by workers who operate chain saws? Protective leg chaps must meet ASTM Standard 107 (05.A.12)			
6. Is eye and face protection provided when machines or operations present potential injury from physical, chemical or radiation agents? (05.B.01)			
7. Do persons considered to be blind in one eye wear safety spectacles with side shields on the job? (05.B.03)			
8. When sound-pressure level exceed 115 dB(A) steady-state is personal protection equivalent to the combination of earplug and ear muffs available? (05.C.04)			
9. Are noise hazard areas marked with caution signs? (16.B.04)			
10. Are all persons working in or visiting hard hat areas provided with and required to wear protective headgear? (05.D.01)			
11. Has a respiratory protection program been developed when respiratory protective equipment is required? (05.E.01)			
12. Is the compressor used to supply breathing air constructed and situated in a way to avoid entry of contaminated air into the supply system? (05.E.16)			
13. Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR PERSONAL PROTECTIVE EQUIPMENT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
13. (cont.) Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTABLE LADDERS

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Are all ladders of sufficient length and placed so that workers will not stretch or assume a hazardous position? (21.D.02(a))			
2. Do portable ladders used as temporary access extend at least 0.9 m (3ft) above the upper landing surface? (21.D.02(b))			
3. Are portable stepladders 20 feet or less in length? (05.A.11)			
4. Are portable ladders secured by top, bottom, and intermediate fastenings as required to hold them rigidly in place and to support the loads which will be imposed upon them? (21.D.08(d))			
5. Are metal spreader bars or locking devices provided to hold the front and back sections in an open position? (21.D.07)			
6. Are wood ladders free of opaque covering, except for identification or warning labels that may be placed on only face of a side rail? (27.D.06)			
7. Is work requiring lifting of heavy materials or substantial exertion prohibited from being performed from ladders? (21.D.09(b))			
8. Are double-cheated ladders used when ladders are the only means of access to or from a working area fro 25 or more employees, or when ladder is to serve simultaneous two-way traffic? (21.D.09(b))			
9. Do portable ladders have slip-resistant feet? (21.D.09(c))			
10. Are workers prohibited from moving, shifting, or extending ladders whiles occupied? (21.D.09(d))			
11. Are broken or damaged ladders immediate tagged “DO NOT USE” or similar wording and removed from service until restored to a condition meeting their original design? (21.D.09(g))			
12. Are ladder inspected for visible defects on a daily basis and after any occurrence that could affect their serviceably? (21.D.09(f)			
13. Does the construction, installation and use of ladders conform to ANSI A14.1, ANSI A14.2, ANSI A14.3 and ANSI A14.4 as applicable? (21.D.01)			

SAFETY CHECKLIST FOR PORTABLE LADDERS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
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:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Are the following available: (16.E.02) a. Manufactures 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 logbook documenting use, maintenance, inspections and tests? d. The operating manual for crane operational aids used on the crane?			
6. Are all crane and derrick inspections performed by a qualified person? (16.C.12)			
7. Are the following on the project site: a. Completed periodic inspection report prior to initial work? (16.C.12 and Appendix H) 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)			
8. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)			
9. 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)			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
11. Is a activity hazard analysis for set-up and set-down available? (16.C.08)			
12. Are there at least 3 wraps of cable on the drum? (16.C.10)			
13. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
14. Is the record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
15. Remarks: (Enter actions taken) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
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:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Is rigging equipment inspected IAW manufacturer specifications, by a competent person prior to use on each shift? (15.A.01)			
2. Has all defective rigging been removed? (15.A.01)			
3. Is rigging stored properly? (15.A.01)			
4. Are running lines within 6.5' of the ground or working level guarded by a physical barriers? (15.A.03)			
5. Are all eye splices made in an approved manner with rope thimbles? (Sling eyes excepted) (15.A.04)			
6. Are positive latching devices used to secure loads? (15.A.05)			
7. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)			
8. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)			
9. 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 the 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?			
10. Are the following conditions met for chain? (15.C.01-04) a. Are chains inspected prior to use and weekly thereafter? 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?			
11. 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)?			

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**

SAFETY CHECKLIST FOR RIGGING

11. Are the following conditions met for fiber rope:(15.D.01-07) a. 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)? b. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1” diameter or greater) past the last full tuck? c. 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?			
12. Are the following conditions met for all slings:(15.E.01-06) d. Is protection provided between the sling and sharp surfaces? e. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice? f. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice? g. Do all welded alloy steel chain slings have affixed permanent identification stating diameter, rated load, lift capacity in vertical, choker, basket configuration, and date placed in service? h. e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?			
13. Are drums, sheaves, and pulley smooth and free of surface defects that may damage rigging? (15.F.01)			
14. 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)			
15. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
16. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer’s recommendations? (15.F.05)			
17. Are all shackles and hooks sized properly? (15.F.06 & .07)			
18. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
19. Do all drums have sufficient rope capacity? (15.F.08)			
20. 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)			
21. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
22. 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)			
23. Do the flanges on un-grooved 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.			

SAFETY CHECKLIST FOR RIGGING

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
24. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)			
25. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
26. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cable keepers? 915.F.09)			
27. Are eyebolts loaded in the plane of the eye and at angles less than 45* to the horizontal? (15.F.10)			
28. Remarks: (Enter actions taken for "no" answers.) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety/project manager signature			

SAFETY CHECKLIST FOR SANITATION/HOUSEKEEPING

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Does the work site have an adequate supply of drinking water? Cool water shall be provided during hot weather (02.B.01)			
2. Are only approved potable water systems used for distribution of drinking water? (02.B.01a)			
3. Are potable drinking water dispensers designed, constructed, and serviced to ensure sanitary conditions; capable of being closed; and equipped with a tap; and clearly marked "DRINKING WATER"? (02.B.04)			
4. Is the use of a common cup prohibited? (02.B.06)			
5. Are outlets dispensing nonpotable water conspicuously posted with weaning labels "**CAUTION- WATER UNSAFE FOR DRINKING, WASHING, OR COOKING**"? (02.B.07)			
6. Where sanitary sewers are not available have chemical, recirculation, combustion, or other toilet systems as approved by state/local government been provided? (02.C.01)			
7. Are toilet facilities constricted that the occupants are protected against weather or falling objects; all cracks sealed; and the door tight-fitting, self-closing, and capable of being latched? (02.C.03)			
8. Are provision in place before placing toilet facilities into operation for the routine serving and cleaning of all toilets and sewage disposal (02.C.08)			
9. Have washing facilities been provided as needed to maintain healthful and sanitary conditions? (02.D.01)			
10. Whenever employees are required to shower, have the showers been provided with one shower for every 0 employees of each sex; body soap; hot and cold running water; and individual clean towels? (02.D.03)			
11. Are all food and beverages prohibited from being consumed in toilet rooms or in an area exposed to toxic materials? (02.E.03)			
12. Are work areas and means of access maintained and kept safe and orderly? (14.C.01)			
13. Are daily inspections conducted in work area for adequate housekeeping? (14.C.01)			
14. Area all stairways, passageways, gangways, and accessways kept free of materials, supplies and obstructions at all times? (14.C.02)			

SAFETY CHECKLIST FOR SANITATION/HOUSEKEEPING

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
15. Is scrap lumber, forms and debris kept cleared from work areas and accessways in and around building storage yards and other structures? (14.C.02)			
16. Are storage and constructions sites kept free from the accumulation of combustible materials (14.C.09)			
17. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCAFFOLDS – METAL FRAME

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Does the scaffolds have a standard guardrail system including toeboards (21.B)			
2. Are scaffolds and their components capable of supporting without failure at least 4 times the maximum anticipated load? (22.B.01(a))			
3. Do scaffolds and their components meet the requirements contained in ANSI A10.8? (22.B.01(a))			
4. Are scaffolds plumb and level? (22.B.03)			
5. Do scaffolds (other than suspended scaffolds) bear on base plates upon sills or other adequate foundation? (22.B.04)			
6. Is all planking overlapped or secured from movement? (22.B.06(e))			
7. Do scaffolds planks extend over their end supports not less than 6 inches (unless planking is manufactured with restraining hooks or equivalent means) nor more than 12 inches? (22.B.06)			
8. Is planking supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening tipping, or displacement? (22.B.06(e))			
9. In a built-in ladder is part of a scaffold system, does it conform to the requirements for ladders? (22.B.08(b))			
10. Has a ladder or equivalent safe access been provided? (22.B.08(a))			
11. When the scaffold height exceeds 4 times the minimum scaffold base dimension, is the scaffold secured to the wall or structure? (22.B.09)			
12. Is the use of brackets on scaffolds prohibited unless the tipping effect is controlled? (22.B.10)			
13. Are sections of metal scaffolds securely connected and all braces securely fastened? (22.C.02)			
14. Do all tube and coupler scaffolds have posts, runners, bracing of nominal 2-inch steel tubing or pipe? (22.C.04(a))			
15. Are all tube and coupler scaffolds constructed to support 4 times the maximum intended loads? (22.C.04(c))			
16. Are metal frame scaffolds properly braced by cross, horizontal, or diagonal braces (or combination of these) to secure vertical members together laterally? (22.C.05(b))			

SAFETY CHECKLIST FOR SCAFFOLDS – METAL FRAME

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Do all wheels and casters on rolling scaffolds have a positive locking device, securely fastened to the scaffold, to prevent accidental movement? (22.C.06(e))			
18. Is the height of a free-standing mobile scaffold no more than three times the smallest base dimension? (22.C.06(e))			
19. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
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:

This checklist references EM 385 1-1, revised 3 November 2003	**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.12)			
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)			
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 (ROPS)? (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 taillights 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 that 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)			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

This checklist references EM 385 1-1, revised 3 November 2003	**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) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR STRUCTURAL STEEL ERECTION

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Prior to beginning any structural steel erection project is a Steel Erection Plan submitted to the GDA for review and acceptance? (02.B.01)			
2. Before authorizing the commencement of steel erection, dose the contractor provide the following written notifications? a. Footings, piers, and mortar in the masonry piers and walls has attained either 75% of the intended minimum compressive design strength or sufficient strength to support the load imposed during steel erection. b. Any repairs, replacements, and modifications to anchor bolts. (27.E.04)			
3. Has each employee who might be exposed to fall hazards been trained in the safe use of access ways and fall protection systems? (27.F.11)			
4. Are adequate access roads provided into and through the site for the safe delivery and movement of cranes, trucks, other necessary equipment and materials? (27.C.05a)			
5. Are hoisting operations in steel erection pre-planned? (27.C.05c)			
6. Are floor and/or roofs opening covered and labeled “HOLE” or “COVER”? (27.E.16)			
7. Are ladders secured at the top and bottom? (21.D.16)			
8. Do ladders extend 3 feet past the leading edge of the leading edge or has a grab rail been installed? (21.D.02)			
9. Are fall protection devices (lifelines, belts and harnesses) used? Body belts are used for position only? (21.C.01)			
10. When vertical lifelines are used, is each lifeline independently attached? (21.C.09a)			
11. Are work areas and means of access maintained and kept safe and orderly? (14.C.01)			
12. Are daily inspections conducted in work area for adequate housekeeping? (14.C.01)			
13. Area all stairways, passageways, gangways, and accessways kept free of materials, supplies and obstructions at all times? (14.C.02)			
14. Are storage and constructions sites kept free from the accumulation of combustible materials (14.C.09)			

SAFETY CHECKLIST FOR STRUCTURAL STEEL ERECTION

This checklist is based on EM 385-1-1, dated 3 November 2003	Yes	No	N/A
15. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR TREE WORK, MAINTENANCE, OR REMOVAL OPERATIONS

Contract # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Have all employees been trained in the safe and proper use of equipment? (31.A.04(b))			
2. Are chain saws prohibited from being refueled while running, hot or near open flames and from being started within 10 feet of a fuel container? (13.F.04)			
3. Has eye, ear, hand, foot, or leg protection bee provided? (13.F.03)			
4. Are all chain saw cuts have an automatic chain brake or kickback device? (13.F.06)			
5. Has the area been cleared of brush, felled trees, etc. prior to cutting? (13.C.04)			
6. Is tree removal, trimming, or repair under the supervision of a qualified tree worker? (31.A.01)			
7. Are all tools carried in bag or belts – not in pockets or the top of a boot? (31.B.07)			
8. Are brush chippers operated and maintained in accordance with manufactures recommendations? (31.D.03(h))			
9. Are climber spurs of the tree climbing type? (31.B.01(a))			
10. Are pole pruners, pole saws, and other similar tools equipped with wood or nonmetallic handles? (31.E.01(a))			
11. Are all chain saws cuts made below the operators shoulder height? (13.F.06)			
12. Remarks: (Enter actions taken for “no” answers)			
This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
12. (cont.) Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR TREE WORK, MAINTENANCE, OR REMOVAL OPERATIONS

This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION COMPETENT PERSON

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:	Subcontractor:		
Contractor inspector:	Date inspected:		
Weather (circle one) Dry Raining Previous Rain Freezing Snow/Ice			
COMPETENT PERSON INFORMATION	**Yes**	**No**	**N/A**
1. Competent Persons Name:_____ Length of experience in this occupation:_____ Length of employment with this employer:_____			
2. Does the designated individual have training in: a. Soil Analysis? b. Use of protective equipment and systems? c. Meet the requirements of 29 CFR 1926.650, 651 & 652?			
3. Does the designated individual have knowledge of: a. Soil analysis? (describe types of soils and properties) b. Use of protective systems? (What method is being used and how was it determined) c. Requirements of 29 CFR 1926.650, 651 & 652?			
4. Does the designated person have authority to: a. Take prompt corrective action to eliminate existing and predictable Hazards? b. Stop work in dangerous situations?			
GENERAL			
5. When was the last inspection of the excavation conducted?			
6. Was an inspection accomplished and documented prior to the start of work?			
7. Where inspections accomplished and documented as needed throughout the work shift?			
8. Where inspections accomplished and documented after rains or other hazardous conditions increased?			
9. Is the excavations 5 feet or greater?			
WATER CONDITIONS			
10. Is dewatering equipment being used on the site?			
11. If yes is the competent person monitoring the equipment and its proper operation?			
12. Has the excavation been subject to water accumulation?			
13. Has the soil in the trench adversely affected?			
14. If yes has the competent person inspected the excavation and taken action?			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION COMPETENT PERSON

EGRESS			
15. Is a means of egress provided every 25 feet?			
16. Is a ramp used for access or egress to the excavation? (If no, skip to the next section)			
17. Is the ramp used solely for employee access?			
18. If yes is it designed by the competent person for safe egress and access?			
19. Does the ramp meet specifications?			
CONFINED SPACES			
20. Is there a potential for a hazardous atmosphere in the trench? If not, why?			
21. Is air monitoring equipment on site?			
22. Has a qualified person been assigned to assess the confined space?			
23.Is emergency rescue equipment as outline in 29 CFR 1926.651(g)(2)(l) readily accessible to employees?			

_____ _____
Government Inspector Date

_____ _____
Signature of Competent Person (contractor) Date

_____ _____
Print Name of Competent Person Date

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION OPERATIONS

Contractor # and title:	
Equipment name & number: Owned or leased?	
Contractor:	Subcontractor:
Contractor inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Have underground utilities (e.g. sewer, gas, communication, water, fuel) been located prior to excavation? (25.A.01a)			
2. In areas where there are known or suspected unexploded ordinance, has the area been cleared by qualified explosive ordinance (EOD) Personnel? (25.A.01b)			
3. When required does the contractor obtain a digging permit from Base Civil Engineers or appropriate authority prior to initiation excavation work? (25.A.01b)			
4. Are excavations, the adjacent areas, and protective systems inspected daily (25.A.02a)			
5. When excavations are over 5 feet in depth or greater protected by benching, layback or shoring? (25.A.03)			
6. When excavations are undercut, is the overhanging material safely supported? (25.A.05)			
7. Have methods been to control the accumulation of water in excavations? (25.A.06)			
8. Are employees protected from falling material (loose rocks or soil)? (25.A.07)			
9. Are substantial stop logs or barricades installed where vehicles or equipment are used or allowed adjacent to an excavation? (25.A.08a)			
10. Are all wells, calyx holes, pits, shafts, etc barricaded or covered? (25.B.02)			
11. Are walkways provided where employees or equipment are required or permitted to cross over excavations? (25.B.04)			
12. Where employees are required to enter excavations is access/egress provided every 25 feet laterally? (25.B.05)			
13. Are support systems drawn from manufacture's tabulated data in accordance with all manufactures specifications? (25.D.01a)			
14. Are copies of the tabulated data maintained at the job site? (25.D.01b)			
15. Are members of support systems securely connected together? (25.D.03a)			
16. Are shields installed in a manner to restrict lateral or other hazardous movement? (25.D.04b)			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Remarks: (Enter actions taken for "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CRANE INSPECTIONS

Contract # and title:			
Equipment name and number: Owned or leased?			
Contractor:	Subcontractor:		
Contractor inspector:	Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Are inspection of cranes and derricks conducted in accordance with applicable ANSI/ASME standards, OSHA regulations, and manufactures specifications? (16.C.12(a))			
2. Are inspections performed by a qualified person? (16.C.12(b))			
3. Did the contractor notify the GDA at least 24 hours prior to any inspection/test so that the GDA may be available to observe the inspection/test? (16.C.12(c))			
4. Initial Test - Prior to initial use, are all new and altered cranes inspected by a qualified person to ensure compliance with all applicable standards? (16.C.12(c)(1))			
5. Functional Test Inspection – At the beginning of every operation (at the beginning of each shift), does the operator or designated person conduct a (pre-operational) inspection? (16.C.12(c)(2)			
6. If a checklist is used for pre-operational inspections, is a copy maintained at the project site? (16.C.12(c)(2)(a))			
7. If a checklist is not used for pre-operational inspections, is the operator's log? (16.C.12(c)(2)(b)			
8. Frequent Inspections – Are frequent inspections (visual and audible examination of the crane) conducted? a. Normal service – Monthly b. Heavy service – Weekly to monthly c. Severe service – Daily to weekly (16.C.12(c)(3))			
9. Periodic Inspections - Are periodic inspections (visual and audible examination of the crane) conducted? a. Normal service – Yearly b. Heavy service – Yearly c. Severe service – Quarterly (16.C.12(c)(3))			
10. Are infrequent services cranes that have been idle for a period one month or more, but less than one year inspected in accordance with 16.C.12(c)(3)? (16.C.12(5)(a))			
11. Are infrequent services cranes that have been idle for a period one year or more inspected in accordance with 16.C.12(c)(3)? (16.C.12(5)(b)			

SAFETY CHECKLIST FOR CRANE INSPECTIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
12. Are infrequent services cranes, exposed to adverse environmental conditions, inspected more frequently as determined by the GDA or the Contractor with the concurrence of GDA? (16.C.12(5)(b))			
13. When required, is an operational performance test conducted? a. Before initial use of a crane in which a load bearing (excluding the rope) or load controlling part or component, brake, travel component, or clutch have been altered, replaced, or repaired. b. Ever time a crane is reconfigured or reassembly to include booms. c. Ever time a crane is brought onto a USACE project; and d. Ever year. (16.C.13(c)(1))			
14. When required, is a load performance test conducted? a. Before initial use of a crane in which a load bearing (excluding the rope) or load controlling part or component, brake, travel component, or clutch have been altered, replaced, or repaired. b. Every time a crane is reconfigured or reassembled after disassembly to include boom; and c. Every 4 years. (16.C.13(c)(2)			
15. Is the test load not less than 110 percent of the anticipated load and not greater than 100 percent of the manufacturer's load rating capacity chart at the configuration of the test?			
16. Is a written report of the performance test showing the test procedures and confirming the adequacy of repairs or alterations, maintained with the crane or at the on-site project office?			
17. Remarks: (Enter action taken for all "no" answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
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:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Prior to initial use on any USACE project, and at least monthly thereafter, is a periodic inspection conducted by a qualified person? (16.K.05) a. Are periodic inspections conduction IAW manufacturer's specification? b. At a minimum are sheaves, racks, pinions, guy ties, connections, miscellaneous clamps, braces, and similar parts? c. Is the GDA notified at least 24 hours prior to any inspections? d. Are pre-operational inspections conducted prior to every operation (shift) of the hoist?			
2. 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)			
3. Is a copy of the hoist-operating manual available? (16.K.04)			
4. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
5. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
6. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10) a. Are there at least three (3) full wraps of cable on the drums of the hoist at all times? b. Does the rope or crane manufacturer specify the drum end of the rope anchored to the drum by an arrangement? c. Are personnel prohibited from riding on material hoists or other hoisting equipment?			
7. Are operating rules posted at the hoist operator's station? (16.K.14)			
8. Are air-powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
9. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			

SAFETY CHECKLIST FOR MATERIAL HOISTS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Remarks: (Enter actions taken for all "no" answers.) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:	Subcontractor:		
Contractor inspector:	Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Is a copy of the manual for all drilling equipment available? (16.M.02)			
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.07)			
6. Is there a spotter or an electrical proximity-warning device available to ensure safe distances from power lines are maintained? (16.M.07)			
7. Remarks: (Enter actions taken for “no” answers) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAD Form 1666h-R Previous editions may be used for contract submittals prior to Nov 03.

SAFETY CHECKLIST FOR FLOATING PLANT

Contract # and title:	
Contractor:	Subcontractor:
Plant Name:	Owner:
Superintendent:	Captain:
Engineer:	Number in crew:
Contract inspector:	Date inspected:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Is a copy of the current USCG Form 835 available for plants regulated by USCG? (19.A.01)			
2. Is documentation of an accredited marine surveyor (SAMS or NAMS) available for non-USCG inspected plants? (19.A.01)			
3. Do all officers and crew posses an appropriate USCG license or USACE license and certification? (19.A.02)			
4. Are periodic inspections and test records of all floating plant, equipment, and machinery available as part of the official project file? (19.A.01)			
5. Is there a severe weather plan available which contains the following: (19.A.03) a. A description of potential types of severe weather hazards and steps to guard against the hazards? b. The time frame for implementing the plan? c. The name and location of the safe harbor? d. The name of the vessels which will be used to move any non-self propelled plant, and their type, capacity, speed, and availability? e. River gage readings at which floating plant must be moved away from dams, river structures, etc. to safe areas?			
6. Is the station bill conspicuously posted throughout the vessel? (19.A.04)			
7. Has each crewmember been given a written description of their emergency duties and are they familiar with them? (19.A.04)			
8. Have the following drills and tests been recorded in the station log? (19.A.04) a. Abandon ship drill? b. Fire drill? c. Man overboard drill? d. Pump shell or pipe rupture? e. Hull failure? f. Emergency power and lighting tests?			

SAFETY CHECKLIST FOR FLOATING PLANT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
8. (cont.) Have the following drills and tests been recorded in the station log? (19.A.04) g. Bimonthly emergency power generator tests? h. Bimonthly emergency lighting storage batteries tests? ***Note: First set of drills shall be conducted within 24 hours of occupancy or commencement of work.***			
9. Are material safety data sheets (MSDSs) available for all hazardous materials on board? (06.B.01)			
10. Are employees trained to handle hazardous materials? (06.B.01)			
11. Are at least two employees on each shift certified in CPR and first aid? (03.A.02)			
12. Is there a first aid log at each first aid station? (01.D.04)			
13. Are first aid kits located in a readily accessible location and adequately stocked? (03.B.01 & .02)			
14. Is there an adequate supply of approved, potable drinking water available? (02.A.01)			
15. Are outlets dispensing non-potable water clearly marked “Water Unfit For Drinking, Washing or Cooking”? (02.A.07)			
16. Are the proper numbers of toilets, washbasins and showers provided? (02.B.06 & .07)			
17. Are water, soap, and a means of drying available? (02.C.02)			
18. Is the latest information published by the USCG regarding aids to navigation available on board the vessel? (19.A.11)			

SAFETY CHECKLIST FOR FLOATING PLANT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
19. Is the vessel equipped with: (19.A.05) a. Fenders? b. Axes or other emergency cutting equipment? c. An appropriate navigational signal device? d. General alarm system operated from primary electrical system with standby batteries on trickle charge? e. Easily accessible emergency controls that are adequately protected against accidental operation? f. Explosion-proof lights around gasoline and oil barges or other locations where a fire or explosive hazard exists? g. Interconnected emergency alarms? h. Smoke alarms in living quarters? i. Carbon Dioxide CO monitors in all occupied spaces? j. Doors that open from both sides? k. Clearly marked emergency exits? l. Emergency stops for prime movers operating a dredge pump? m. GFCI protection on grounded 120 or 240-volt systems in toilet/shower spaces, galley, machinery spaces, weather deck, exterior or near any sinks? n. Properly maintained and identified watertight compartments?			
20. Fuel systems: (19.A.06) a. Are tanks or lines free of gauge glasses or try cocks? b. Do all fuel tanks have shutoff valves that can be operated outside the compartment in which the tank is located and outside the engine compartment and outside the house bulkheads at or above the weather deck? c. Is there a shut off valve at the engine end of the fuel lines that are 6 feet or more in length and can it be operated from outside the house bulkheads at or above the weather deck? d. Overboard discharge? e. Are all carburetors on gasoline engines equipped with a backfire trap or flame arrestor? f. Are all carburetors (except downdraft type) equipped with a drip pan, with flame screen, which is continuously emptied by suction from the intake manifold or if permitted by the overboard discharge? g. Are fuel storage tanks diked or curbed IAW NAVFAC DM-22? If not are portable tanks used IAW USCG requirements in 46 CFR Parts 64 and 98.3?			
21. Are cables which cross the waterways between floating plants or between plant and mooring marked? (19.A.07)			
22. Is there a fire and emergency warning system (or an established fire watch) on all vessels where people are quartered? (19.A.07)			

SAFETY CHECKLIST FOR FLOATING PLANT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
23. Are all floors, decks, and bilge's free of accumulation of fuel and grease? (19.A.07)			
24. Are there holdbacks or rings available to secure equipment during rough weather? (19.A.07)			
25. Are all deck openings, elevated surfaces, and similar locations provided with guardrails, bulwarks, or taut cable guard lines? (19.A.07)			
26. Are all rotating machinery, hot pipes, and moving cables guarded against accidental contact? (16.B.03)			
27. Are hazardous energy control procedures available to insure that machinery will not be operated while greasing or making repairs? (12.A.01 & 16.A.08)			
28. Are decks free of tripping hazards or adequately marked in yellow? (19.A.07)			
29. Is all deck cargo carried on fuel barges placed on dunnage? (19.A.07)			
30. Are all pieces of floating plants operating as one unit securely fastened together with no openings (or with guarded openings)? (19.A.07)			
31. Is there a list of confined spaces available? (19.A.08)			
32. Are all permitted required confined spaces labeled? (19.A.08)			
33. Are engine spaces housing internal combustion engines having electric spark ignition systems equipped with exhaust fans? (19.A.10)			
34. Are all machinery spaces and non-diesel fuel tanks compartments equipped with at least 2 ventilators, fitted with fans? (19.A.10)			
35. Are the following spaces provided with an adequate natural ventilation system? (19.A.10) a. Spaces containing a portable fuel tank? b. Living spaces or galley? c. Other compartment spaces?			
36. Do vent intakes extend to within 1 foot of the bottom of the compartment? (19.A.10)			
37. Is suitable eye protection provided at battery charging stations? (05.B.01 & .05)			
38. Are eye wash stations provided at battery charging stations? (6.B.02)			
39. Are flammable items such as paint and thinners properly stored? (9.B)			
40. Are gasoline and other flammable liquids properly stored, dispensed, and handled? (09.B.01-.30)			
41. Does all electrical wiring meet requirements of USCG-259, the National Electrical Safety Code and the National Electric Code? (11.A.01)			
42. Are insulated mats provided at locations where machinery has exposed live parts? (11.A.07)			

SAFETY CHECKLIST FOR FLOATING PLANT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
43. Are switch and transformer banks adequately protected and marked to keep unauthorized personnel out of the danger area? (11.A.02)			
44. Are portable electric tools grounded by a multiconductor cord with an identified conductor and a multicontact polarized plug-in receptacle? (11.C.01)			
45. Are ground fault circuit interrupters provided in locations where portable tools could be used? (11.C.05)			
46. Are flexible cords protected in work area, appropriately secured or suspended and are they used for appropriate usages? (11.A.03 and Table 11-1)			
47. Are all means of access properly secured, guarded and free of slipping and tripping hazards? (19.B.01)			
48. Are all working decks, stair treads, ship ladders, platforms, catwalks, and walkways, provided with non-slip surfaces? (19.B.01)			
49. Are grab bars provided on the sides of super structure of tugs, tenders, and launches except where railings are present? (19.B.01)			
50. Are double rung or flat tread type Jacob's ladders restricted to use only when no safer form of access is practical? (19.B.01)			
51. Is there a safe means for boarding or leaving the vessel? Note: Walking on rip-rap should be avoided where practical (19.B.02)			
52. Is there a stairway, ladder, ramp, gangway, or personnel hoist provided at all personnel points of access with breaks of 19" or more in elevation? (19.B.02)			
53. Are gangways and ramps: (19.B.02) a. Secured at one end by at least one point on each side with lines or chains to prevent overturning? b. Supported at the other end in such a manner as to support them and their normal loads in the event they slid off their supports? c. Placed at an angle no greater than that recommended by the manufacturer? d. Provided with a standard guardrail?			
54. Are stairs or permanent inclined ladders provided for vertical access between decks? (9.B.03)			
55. Is there at least 2 feet of clearance on outboard edges used for passageways? (19.B.3)			
56. Is the vessel equipped with at least one portable or permanent ladder with at least one portable or permanent ladder with which to rescue a person in the water? (19.B.04)			
57. Are there at least 2 means of escape from all assembly, sleeping and messing areas on the plant? (19.B.04)			
58. Are all means of access maintained safe and functional? (19.B.04)			

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
59. Are all floating pipelines used as walkways equipped with a			

walkway which is at least 20” wide and has a handrail on at least one side? (19.B.05)			
60. Are floating pipelines that are not intended as walkways barricaded on both ends?(19B.05)			
61. Are positive measures taken to raise and secure the ladder and to block suction and discharge lines during maintenance on pumps and suction or discharge lines? (19.D.01)			
62. Do floating or trestle supported dredge pipelines display the following lights at night and in periods of restricted visibility: (19.D.02 and 33 CFR 88.13) a. One row of yellow lights that : (1) Flash 50-70 times per minute? (2) Are visible all around the horizon? (3) Are visible for at least 2 miles on a clear night? (4) Are between 3-10 feet above the water? (5) Are approximately evenly spaced? (6) Are not more than 30 feet apart where the pipeline crosses a navigable channel? (7) Are sufficient in number to clearly show the pipeline’s length and course? b. Two red lights at each end of the pipeline (including ends in a channel where the pipeline is separated to allow vessels to pass) that: (1) Are visible all around the horizon? (2) Are visible for at least 2 miles on a clear dark night? (3) Are 3 feet apart in a vertical line with the lower light at the same height above the water as the flashing yellow light?			
63. Is submerged pipeline resting on the bottom where it crosses the navigation channel and is it and the anchoring system no higher than the required project depth? (19.D.03)			
64. Is buoyant or semi-buoyant pipeline fully submerged and on the bottom? (19.D.03)			
65. Is raised pipeline adequately marked? (19.D.03)			
66. Is a bilge alarm or shutdown interface available on any dredge with the dredge pump below the waterline? (19.D.07)			
67. Are two positive means available to secure “stone boxes” when the boxes are under positive pressure? (19.D.08)			
68. Dredge Disposal Sites (19.D.09) a. Is there an adequate supply of drinking water? b. Are toilet facilities provided? c. Disposal area watchmen certified in CPR and first aid? d. Is at least one 16-unit first-aid kit available?			

SAFETY CHECKLIST FOR FLOATING PLANT

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
69. Scows and Barges			
a. Are scows dumping in open ocean waters equipped with remote opening devices to preclude the transfer of personnel between vessels?			
b. Is a safety means of transferring personnel between the towing vessels and scow provided?			
c. Have contractors identified general and site-specific adverse weather and sea conditions under which the towing of scows and cargo barges is prohibited?			
d. Do all barges and scows comply with 46 CFR 174.010 through 174.020 for intact stability of deck cargo barges?			
e. Are fall protection devices and equipment listed in 21.A.15 used on scows and open barges to prevent employees transiting between the stern and bow of the vessel from fallings into the hopper or falling off the side of the vessel to the structure located 6 feet for more below?			
70. Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR FLOATING PLANT

70. Remarks: (Enter actions taken for “no” answers)

This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.

Contractor inspector signature

Contractor QC/safety officer/project manager signature

SAFETY CHECKLIST FOR LAUNCHES, MOTORBOATS AND SKIFFS

Contract # and title:	
Contractor:	Subcontractor:
Name of equipment:	Superintendent:

This checklist references EM 385 1-1, revised 3 November 2003	**Yes**	**No**	**N/A**
1. Is a qualified crew person assigned to assist with deck duties under the following circumstances: (19.C.01) a. When extended trips(more than 2 hours) are made from the work site? b. When conditions of navigation make it hazardous for an operator to leave the wheel while underway? c. When operations other than tying-in require the handling of lines? d. When operating at night or in inclement weather? e. When towing?			
2. Are all motorboats, launches and skiffs posted with the number of passengers and weight they can carry? (19.C.02)			
3. Is there a PFD available for each passenger and crewmember? (19.C.02)			
4. Do all launches and motorboats that are less than 26 feet in length have at least one 1A-10B:C fire extinguisher on board? (19.C.03)			
5. Do all launches and motorboats that are 26 feet or more in length have at least 2 1A-10B:C fire extinguishers on board? (19.C.03)			
6. Do all launches and motorboats that have gasoline or liquid petroleum gas power plants or equipment in cabins, compartments, or confined spaces have built-in automatic CO2 or other equally effective type of fire extinguishing system? (19.C.03)			
7. Are all cabins launches and motorboats equipped with “kill (dead man) switches”? (19.C.02(d))			
8. Remarks: (Enter actions taken for “no” answers.) This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAD Form 1437b-R Previous editions may be used for contract submittals prior to Nov 03.

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

RECORD OF WEIGHTED GUIDELINES APPLICATION

REPORT CONTROL SYMBOL
DD-AT&L(Q)1751

1. REPORT NO.	2. BASIC PROCUREMENT INSTRUMENT IDENTIFICATION NO.				3. SPIIN	4. DATE OF ACTION	
	a. PURCHASING OFFICE	b. FY	c. TYPE PROC INST CODE	d. PRISN		a. YEAR	b. MONTH

5. CONTRACTING OFFICE CODE		ITEM	COST CATEGORY	OBJECTIVE
6. NAME OF CONTRACTOR		13.	MATERIAL	
		14.	SUBCONTRACTS	
7. DUNS NUMBER	8. FEDERAL SUPPLY CODE	15.	DIRECT LABOR	
		16.	INDIRECT EXPENSES	
9. DOD CLAIMANT PROGRAM	10. CONTRACT TYPE CODE	17.	OTHER DIRECT CHARGES	
		18.	SUBTOTAL COSTS *(13 thru 17)*	
11. TYPE EFFORT	12. USE CODE	19.	GENERAL AND ADMINISTRATIVE	
		20.	TOTAL COSTS *(18 + 19)*	

WEIGHTED GUIDELINES PROFIT FACTORS

ITEM	CONTRACTOR RISK FACTORS	ASSIGNED WEIGHTING	ASSIGNED VALUE	BASE *(Item18)*	PROFIT OBJECTIVE
21.	TECHNICAL	%			
22.	MANAGEMENT/COST CONTROL	%			
23.	RESERVED				
24.	PERFORMANCE RISK (COMPOSITE)				
25.	CONTRACT TYPE RISK				
26.	WORKING CAPITAL	COSTS FINANCED	LENGTH FACTOR	INTEREST RATE	
				%	
	CONTRACTOR FACILITIES CAPITAL EMPLOYED		ASSIGNED VALUE	AMOUNT EMPLOYED	
27.	LAND				
28.	BUILDINGS				
29.	EQUIPMENT				
30.	TOTAL PROFIT OBJECTIVE				

NEGOTIATED SUMMARY

		PROPOSED	OBJECTIVE	NEGOTIATED
31.	TOTAL COSTS			
32.	FACILITIES CAPITAL COST OF MONEY *(DD Form 1861)*			
33.	PROFIT			
34.	TOTAL PRICE *(Line 31 + 32 + 33)*			
35.	MARKUP RATE *(Line 32 + 33 divided by 31)*	%	%	%

CONTRACTING OFFICER APPROVAL

36. TYPED/PRINTED NAME OF CONTRACTING OFFICER *(Last, First, Middle Initial)*	37. SIGNATURE OF CONTRACTING OFFICER	38. TELEPHONE NO.	39. DATE SUBMITTED *(YYYYMMDD)*

OPTIONAL USE

96.	97.	98.	99.

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

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02221 EMBANKMENTS
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-- End of Project Table of Contents --

SECTION 01330

SUBMITTAL PROCEDURES
09/97

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-14 Samples

SD-18 Records

SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections

and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications and/or individual task orders. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the

Contracting Officer for approval within 30 calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of submittals for food service equipment and refrigeration and HVAC control systems.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) included in Attachment 1 to Section 00800 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

The Contractor shall be responsible for the scheduling and control of all submittals. The Contractor is responsible for confirming that the submittal register includes all submittals required by the contract documents.

In addition to those items listed on ENG Form 4288, the Contractor will furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes and critical items must be tied to the contractor's approved schedule where applicable.

The Contractor will submit to the Contracting Officer for approval a minimum of five copies of all GA/D or GA/F level submittals. Three copies of all FIO level submittals will be provided. The number of copies of submittals specified in this portion of the contract shall be complied with in lieu of four copies as specified by FAR 52.236-21.

Where ENG Form 4025 must be submitted prior to approval of the Construction Progress Schedule, the Contractor shall submit an initial annotated ENG Form 4288 upon which dates for submittal, approval and delivery of procurement items shall be included for the first 60 days of the work. Upon approval of the Construction Progress Schedule, or no later than 60 days after Notice to

Proceed, the Contractor shall submit final annotated copies of ENG Form 4288. Dates shall be coordinated with the approved Construction Progress Schedule to logically interface with the sequence of construction. Critical item numbers will be shown on the listing if NAS is required.

Furnishing the schedule shall not be interpreted as relieving the Contractor of his obligation to comply with all the specification requirements for the items on the schedule. Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. The Contractor shall furnish a list each 30 days of all submittals on which either Government's or Contractor's action is past due. He shall also furnish revised due dates in those cases when the original submittal schedule is no longer realistic. This monthly list of delayed items shall also be annotated by the Contractor to show what corrective action he is taking with regard to slippages in submittal schedule which are attributable to actions by him, his subcontractors, or suppliers.

The Contractor shall provide a complete updated submittal register indicating the current status of all submittals when requested by the Contracting Officer in order to assure himself the schedule is being maintained.

The Contractor shall certify that each submittal is correct and in strict conformance with the contract drawings and specifications. All submittals not subject to the approval of the Contracting Officer will be submitted for information purposes only.

No Corps of Engineers action will be required prior to incorporating these items into the work, but the submittal shall be furnished to the Area/Resident Engineer not less than 2 weeks prior to procurement of Contractor certified material, equipment, etc.

These Contractor approved submittals will be used to verify that material received and used in the job is the same as that described and approved and will be used as record copies. All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified by the Contractor and reviewed by the Contracting Officer, shall be stored at the site of the work for job site use until all work has been completed and accepted by the Contracting Officer. Delegation of this approval authority to Contractor Quality Control does not relieve the Contractor from the obligation to conform to any contract requirement and will not prevent the Contracting Officer from requiring removal and replacement of construction not in contract conformance; nor does it relieve the Contractor from the requirement to furnish "samples" for testing by the Government Laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

Contractor certified drawings will be subject to quality assurance review by the Government at any time during the duration of the contract. No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans and specifications.

Submittals Requiring Government Approval (GA/D Level or GA/F Level). Where the review authority is designated to the Government, the Contractor is required to sign the certification on ENG Form 4025 in the box beside the

remarks block in Section I. The Government will code the items in block h and sign the approval action block in Section II as the approving authority.

Operating and Maintenance Instructions. Six complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished. Each set shall be permanently bound and shall have a hard cover. One complete set shall be furnished at the time test procedures are submitted. Remaining sets shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: The words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the facility, name of the Contractor, and contract number. Fly sheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include but are not limited to:

(1) System layout showing piping, valves and controls;

(2) Approved wiring and control diagrams;

(3) A control sequence describing startup, operation and shutdown;

(4) Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide; and

(5) Manufacturer's bulletins, cuts and descriptive data; parts lists and recommended parts.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the

Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Dike and DIsposal Area Maintenance, Savannah and Brunswick, GA

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					REMARKS
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01330	SD-01 Preconstruction Submittals															
			Submittal register	1.3.1	G													
		01560	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.4.1	G DO													
		02100	SD-02 Shop Drawings															
			Weir Risers	2.7.3	G DO													
			SD-07 Certificates															
			Steel, new	2.1														
			Wood	2.2														
			Concrete	2.6														
			Pipes	2.7.1														
			SD-11 Closeout Submittals															
			Reporting	1.9.8														
		02330	SD-01 Preconstruction Submittals															
			Work Plan		G DO													
		02373	SD-03 Product Data															
			Thread	2.1.2														
			Manufacturing Quality Control	2.2														
			Sampling and Testing															
			SD-04 Samples															
			Quality Assurance Samples and	3.1														
			Tests															
			SD-06 Test Reports															
			Seams	3.3														
			SD-07 Certificates															
			Geotextile	2.1.1														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Dike and DIsposal Area Maintenance, Savannah and Brunswick, GA

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02373	SD-08 Manufacturer's Instructions															
			Manufacturing Quality Control	2.2														
			Sampling and Testing															

SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS
06/05

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ACI INTERNATIONAL (ACI)
P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3700
Fax: 248-848-3701
E-mail: bkstore@concrete.org
Internet: http://www.aci-int.org

AIR-CONDITIONING AND REFRIGERATION INSTITUTE (ARI)
4100 North Fairfax Drive, Suite 200
Arlington, VA 22203
Ph: 703-524-8800
Fax: 703-528-3816
E-mail: ari@ari.org
Internet: http://www.ari.org

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)
2800 Shirlington Road, Suite 300
Arlington, VA 22206
Ph: 703-575-4477
Fax: 703-575-4449
E-mail: info@acca.org
Internet: http://www.acca.org

AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL(AMCA)
30 West University Drive
Arlington Heights, IL 60004-1893
Ph: 847-394-0150
Fax: 847-253-0088
E-mail: amca@amca.org
Internet: http://www.amca.org

ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS (ATIS)
1200 G Street, NW, Suite 500
Washington, D.C. 20005
Ph: 202-628-6380
Fax: 202-393-5453
Internet: http://www.atis.org

ALUMINUM ASSOCIATION (AA)
900 19th Street N.W., Suite 300
Washington, DC 20006
Ph: 202-862-5100
Fax: 202-862-5164
Internet: http://www.aluminum.org

AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)
1827 Walden Office Square
Suite 550
Schaumburg, IL 60173-4268
Ph: 847-303-5664
Fax: 847-303-5774
E-mail: webmaster@aamanet.org
Internet: http://www.aamanet.org

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street, NW, Suite 249
Washington, DC 20001
Ph: 202-624-5800
Fax: 202-624-5806
E-Mail: info@aashto.org
Internet: http://www.aashto.org

AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)
P.O. Box 12215
Research Triangle Park, NC 27709-2215
Ph: 919-549-8141
Fax: 919-549-8933
E-mail: quantem@aatcc.org
Internet: http://www.aatcc.org

AMERICAN BEARING MANUFACTURERS ASSOCIATION (ABMA)
2025 M Street, NW, Suite 800
Washington, DC 20036
Ph: 202-367-1155
Fax: 202-367-2155
E-mail: info.abma@smithbucklin.com
Internet: http://www.abma-dc.org

AMERICAN BOILER MANUFACTURERS ASSOCIATION (ABMA)
4001 North 9th Street, Suite 226
Arlington, VA 22203-1900
Ph: 703-522-7350
Fax: 703-522-2665
Internet: http://www.abma.com

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)
222 West Las Colinas Boulevard, Suite 641
Irving, TX 75039-5423
Ph: 972-506-7216

Fax: 972-506-7682
E-mail: info@concrete-pipe.org
Internet: http://www.concrete-pipe.org

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)
1330 Kemper Meadow Drive
Cincinnati, OH 45240
Ph: 513-742-2020
Fax: 513-742-3355
E-mail: mail@acgih.org
Internet: http://www.acgih.org

AMERICAN FOREST & PAPER ASSOCIATION (AF&PA)
American Wood Council
ATTN: Publications Department
1111 Nineteenth Street NW, Suite 800
Washington, DC 20036
Ph: 800-890-7732 or 202-463-2766
Fax: 202-463-2791
Internet: http://www.awc.org/

AMERICAN GAS ASSOCIATION (AGA)
400 North Capitol Street N.W.
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
E-mail: webmaster@aga.org
Internet: http://www.aga.org

AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA)
500 Montgomery Street, Suite 300
Alexandria, VA 22314-1560
Ph: 703-684-0211
Fax: 703-684-0242
E-mail: webmaster@agma.org
Internet: http://www.agma.org

AMERICAN HARDBOARD ASSOCIATION (AHA)
c/o Composite Panel Association
18922 Premiere Court
Gaithersburg, MD 20879-1574
Ph: 301-670-0604
Fax: 301-840-1252
Internet: http://www.pbmdf.org

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
One East Wacker Drive, Suite 3100
Chicago, IL 60601-2001
Ph: 312-670-2400
Fax: 312-670-5403
Publications: 800-644-2400
E-mail: pubs@aisc.org
Internet: http://www.aisc.org

AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
7012 South Revere Parkway, Suite 140
Englewood, CO 80112
Ph: 303-792-9559
Fax: 303-792-0669

E-mail: info@aitc-glulam.org
Internet: http://www.aitc-glulam.org

AMERICAN IRON AND STEEL INSTITUTE (AISI)
1140 Connecticut Avenue, NW, Suite 705
Washington, DC 20036
Ph: 202-452-7100
Fax: 202-463-6573
Internet: http://www.steel.org

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1819 L Street, NW, 6th Floor
Washington, DC 20036
Ph: 202-293-8020
Fax: 202-293-9287
E-mail: info@ansi.org
Internet: http://www.ansi.org/

--- ANSI documents beginning with the letter "S" can be ordered from:

Acoustical Society of America (ASA)
2 Huntington Quadrangle, Suite 1NO1
Melville, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377
E-mail: asa@aip.org
Internet: http://asa.aip.org

AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)
1000 Vermont Avenue, NW, Suite 300
Washington, DC 20005-4914
Ph: 202-789-2900
Fax: 202-789-1893
Internet: http://www.anla.org

AMERICAN PETROLEUM INSTITUTE (API)
1220 L Street, NW
Washington, DC 20005-4070
Ph: 202-682-8000
Fax: 202-682-8223
Internet: http://www.api.org

AMERICAN PUBLIC HEALTH ASSOCIATION (APHA)
800 I Street, NW
Washington, DC 20001
Ph: 202-777-2742
Fax: 202-777-2534
E-mail: comments@apha.org
Internet: http://www.apha.org

AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA)
8201 Corporate Drive, Suite 1125
Landover, MD 20785-2230
Ph: 301-459-3200
Fax: 301-459-8077
Internet: http://www.arema.org

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)
1711 Arlingate Lane
P.O. Box 28518
Columbus, OH 43228-0518
Ph: 800-222-2768; 614-274-6003
Fax: 614-274-6899
E-mail: webmaster@asnt.org
Internet: http://www.asnt.org

AMERICAN SOCIETY FOR QUALITY (ASQ)
600 North Plankinton Avenue
Milwaukee, WI 53203
Ph: 800-248-1946; 414-272-8575
Fax: 414-272-1734
E-mail: cs@asq.org
Internet: http://www.asq.org

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
1801 Alexander Bell Drive
Reston, VA 20191-4400
Ph: 703-295-6300 - 800-548-2723
Fax: 703-295-6222
E-mail: marketing@asce.org
Internet: http://www.asce.org

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)
1791 Tullie Circle, NE
Atlanta, GA 30329
Ph: 800-527-4723 or 404-636-8400
Fax: 404-321-5478
E-mail: ashrae@ashrae.org
Internet: http://www.ashrae.org

AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE)
901 Canterbury, Suite A
Westlake, OH 44145
Ph: 440-835-3040
Fax: 440-835-3488
E-mail: info@asse-plumbing.org
Internet: http://www.asse-plumbing.org

AMERICAN WATER WORKS ASSOCIATION(AWWA)
6666 West Quincy Avenue
Denver, CO 80235
Ph: 303-794-7711
Fax: 303-347-0804
Internet: http://www.awwa.org

AMERICAN WELDING SOCIETY (AWS)
550 N.W. LeJeune Road
Miami, FL 33126
Ph: 800-443-9353 - 305-443-9353
Fax: 305-443-7559
E-mail: info@aws.org
Internet: http://www.aws.org

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)
P.O. Box 388
Selma, AL 36702-0388
Ph: 334-874-9800
Fax: 334-874-9008
E-mail: email@awpa.com
Internet: http://www.awpa.com

APA - THE ENGINEERED WOOD ASSOCIATION (APA)
7011 South 19th
Tacoma, WA 98466
Ph: 253-565-6600
Fax: 253-565-7265
E-mail: help@apawood.org
Internet: http://www.apawood.org

ARCHITECTURAL WOODWORK INSTITUTE (AWI)
1952 Isaac Newton Square West
Reston, VA 20190
Ph: 703-733-0600
Fax: 703-733-0584
Internet: http://www.awinet.org

ASBESTOS CEMENT PRODUCT PRODUCERS ASSOCIATION (ACPPA)
PMB114-1745 Jefferson Davis Highway
Arlington, VA 22202
Ph: 514-861-1153
Fax: 514-861-1152
Internet: www.asbestos-institute.ca

ASM INTERNATIONAL (ASM)
9639 Kinsman Road
Materials Park, OH 44073-0002
Ph: 440-338-5151
Fax: 440-338-4634
E-mail: cust-srv@asminternational.org
Internet: http://www.asm-international.org

ASME INTERNATIONAL (ASME)
Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
E-mail: infocentral@asme.org
Internet: http://www.asme.org

ASPHALT INSTITUTE (AI)
Research Park Drive
P.O. Box 14052
Lexington, KY 40512-4052
Ph: 859-288-4960
Fax: 859-288-4999
E-mail: webmaster@asphaltinstitute.org
Internet: http://www.asphaltinstitute.org

ASSOCIATED AIR BALANCE COUNCIL (AABC)
1518 K Street, NW
Washington, DC 20005
Ph: 202-737-0202

Fax: 202-638-4833
E-mail: aabchq@aol.com
Internet: http://www.aabchq.com

ASSOCIATION FOR THE ADVANCEMENT OF MEDICAL INSTRUMENTATION (AAMI)
1110 North Glebe Road, Suite 220
Arlington, VA 22201-4795
Ph: 800-332-2264 or 703-525-4890
Fax: 703-276-0793
E-mail: customerservice@aami.org
Internet: http://www.aami.org

ASSOCIATION FOR IRON AND STEEL TECHNOLOGY (AIST)
(FORMERLY: IRON & STEEL SOCIETY (ISS))
186 Thorn Hill Road
Warrendale, PA 15086-7528
Ph: 724-776-6040
Fax: 724-776-1880
E-Mail: info@aistech.org
Internet: http://www.aistech.org

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)
600 North 18th Street
P.O. Box 2641
Birmingham, AL 35291
Ph: 205-257-2530
Fax: 205-257-2540
Internet: http://www.aeic.org

ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (AHAM)
1111 19th Street NW, Suite 402
Washington, DC 20036
Ph: 202-872-5955
Fax: 202-872-9354
E-mail: aham@aham.org
Internet: http://www.aham.org

ASSOCIATION OF THE WALL AND CEILING INDUSTRIES - INTERNATIONAL
(AWCI)

803 West Broad Street, Suite 600
Falls Church, VA 22046
Ph: 703-534-8300
Fax: 703-534-8307
E-mail: info@awci.org
Internet: http://www.awci.org

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: service@astm.org
Internet: http://www.astm.org

BIFMA INTERNATIONAL (BIFMA)
2680 Horizon Drive SE, Suite A-1
Grand Rapids, MI 49546-7500
Ph: 616-285-3963

Fax: 616-285-3765
E-mail: email@bifma.org
Internet: http://www.bifma.org

BIOCYCLE, JOURNAL OF COMPOSTING AND RECYCLING (BIOCYCLE)
The JG Press Inc.
419 State Avenue
Emmaus, PA 18049
Ph: 610-967-4135
E-mail: biocycle@jgpress.com
Internet: http://www.biocycle.net

BRICK INDUSTRY ASSOCIATION (BIA)
11490 Commerce Park Drive
Reston, VA 22091-1525
Ph: 703-620-0010
Fax: 703-620-3928
E-mail: brickinfo@bia.org
Internet: http://www.bia.org

BRITISH STANDARDS INSTITUTE (BSI)
389 Chiswick High Road
London W4 4AL
United Kingdom
Ph: +44 (0)20 8996 9000
Fax: +44 (0)20 8996 7001
E-mail: cservices@bsi-global.com
Internet: http://www.bsi-global.com

BUILDERS HARDWARE MANUFACTURERS ASSOCIATION (BHMA)
355 Lexington Avenue
17th Floor
New York, NY 10017
Ph: 212-297-2122
Fax: 212-370-9047
E-mail: assocmgmt@aol.com
Internet: http://www.buildershardware.com

CSA INTERNATIONAL (CSA)
8501 East Pleasant Valley Road
Cleveland, OH 44131-5575
Ph: 216-524-4990
Fax: 216-642-3463
E-mail: certinfo@csa-international.org
Internet: http://www.csa-international.org

CARPET AND RUG INSTITUTE (CRI)
P.O. Box 2048
Dalton, GA 30722-2048
Ph: 800-882-8846 or 706-278-3176
Fax: 706-278-8835
Internet: http://www.carpet-rug.com

CAST IRON SOIL PIPE INSTITUTE (CISPI)
5959 Shallowford Road, Suite 419
Chattanooga, TN 37421
Ph: 423-892-0137
Fax: 423-892-0817
Internet: http://www.cispi.org

CEILINGS & INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION (CISCA)
1500 Lincoln Highway, Suite 202
St. Charles, IL 60174
Ph: 630-584-1919
Fax: 630-584-2003
E-mail: info@cisca.org
Internet: http://www.cisca.org

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)
1600 Clifton Road
Atlanta, GA 30333
Ph: 404-639-3311
Internet: http://www.cdc.gov

CHEMICAL FABRICS & FILM ASSOCIATION (CFFA)
1300 Sumner Avenue
Cleveland OH 44115-2851
Ph: 216-241-7333
Fax: 216-241-0105
E-mail: cffa@chemicalfabricsandfilm.com
Internet: http://www.chemicalfabricsandfilm.com/

CHLORINE INSTITUTE (CI)
1300 Wilson Boulevard
Rosslyn, VA 22209
Ph: 703-741-5760
Fax: 703-741-6068
Internet: http://www.CL2.com

COMPRESSED AIR AND GAS INSTITUTE (CAGI)
1300 Sumner Avenue
Cleveland OH 44115-2851
Ph: 216-241-7333
Fax: 216-241-0105
E-mail: cagi@cagi.org
Internet: http://www.cagi.org/

COMPRESSED GAS ASSOCIATION (CGA)
4221 Walney Road, 5th Floor
Chantilly, VA 20151-2923
Ph: 703-788-2700
Fax: 703-961-1831
E-mail: cga@cganet.com
Internet: http://www.cganet.com

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
933 North Plum Grove Road
Schaumburg, IL 60173-4758
Ph: 847-517-1200
Fax: 847-517-1206
Internet: http://www.crsi.org/

CONCRETE SAWING AND DRILLING ASSOCIATION (CSDA)
11001 Danka Way North, Suite 1
St Petersburg, FL 33716
PH: 727-577-5004
Fax: 272-577-5012
E-mail: info@csda.org

Internet: http://www.csda.org
AOK: 11/04
LOK: 11/04

CONSUMER PRODUCT SAFETY COMMISSION (CPSC)
4330 East-West Highway
Bethesda, MD 20814-4408
Ph: 301-504-79096
Fax: 301-504-0124
E-mail: info@cpsc.gov
Internet: http://www.cpsc.gov

CONVEYOR EQUIPMENT MANUFACTURERS ASSOCIATION (CEMA)
6724 Lone Oak Boulevard
Naples, FL 34109
Ph: 239-514-3441
Fax: 239-514-3470
E-mail: cema@cemanet.org
Internet: http://www.cemanet.org

COOLING TECHNOLOGY INSTITUTE (CTI)
2611 FM 1960 West
Suite H-200
Houston, TX 77068-3730
Ph: 281-583-4087
Fax: 281-537-1721
Internet: http://www.cti.org

COPPER DEVELOPMENT ASSOCIATION (CDA)
260 Madison Avenue
New York, NY 10016
Ph: 212-251-7200
Fax: 212-251-7234
E-mail: questions@cda.copper.org
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SECTION 01451

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM D 3740	(2004) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2003) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, at the Preconstruction Conference, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel,

procedures, control, instructions, test, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all design and constructionconstruction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents subcontractors, designers of record, consultants, architect/engineers (AE), fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agentssubcontractors, designers of record, consultants, architect engineers (AE), offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking constructiondesign and construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within

the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 10 years' experience in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.5 SUBMITTALS

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be

performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of $600 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will

be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily by 9 a.m. after the date covered by the report, except that reports need not be submitted for days on which no

work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

*1

Sample forms ~~enclosed at the end of this section~~included in Appendix 1 to Section 00800.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

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SECTION 01560

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

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

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

40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of hazardous Waste
40 CFR 263	Transporters of Hazardous Waste
40 CFR 264	Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
49 CFR 178	Shipping Container Specification

NAVAL ENERGY AND ENVIRONMENTAL SUPPORT ACTIVITY (NEESA)

NEESA PS-015	(1980) Disposal of Lead-Acid Battery Electrolyte

STATE OF GEORGIA ENVIRONMENTAL PROTECTION DIVISION (EPD)

Chapter 391-3-6	(1974) Water Quality Control

1.2 DEFINITIONS

1.2.1 Sediment

Soil and other debris that have eroded and have been transported by runoff water or wind.

1.2.2 Solid Waste

Rubbish, debris, garbage, and other discarded solid materials, except hazardous waste as defined in paragraph entitled "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

1.2.3 Rubbish

Combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans, and bones.

1.2.4 Debris

Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and

tree trimmings.

1.2.5 Chemical Wastes

This includes salts, acids, alkalies, herbicides, pesticides, organic chemicals, and spent products which serve no purpose.

1.2.6 Sanitary Wastes

1.2.6.1 Sewage

Wastes characterized as domestic sanitary sewage.

1.2.6.2 Garbage

Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

1.2.7 Hazardous Waste

Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations.

1.2.8 Oily Waste

Petroleum products and bituminous materials.

1.2.9 Air Pollution

Air pollution means the presence in the outdoor atmosphere of one or more air contaminants in quantities or characteristic, and of a duration that is injurious or which unreasonably interferes with enjoyment of life or use of property.

1.2.10 Particulate Matter

Particulate matter means materials other than water which is suspended in air (or other gasses) as a liquid or solid.

1.2.11 Tidal Salt Waters

Tidal salt waters shall mean all tidal waters which are so designated by the State and which generally have a natural chloride ion content more than 500 parts per million.

1.3 SUBMITTALS

Submit the following in accordance with Section 01330 SUBMITTAL PROCEDURES: *1

~~SD-08, Statements~~SD-01 Preconstruction Submittals

Environmental Protection Plan; G, DO

The Contractor shall submit a proposal for implementing this section of the specifications for environmental protection and pollution control prior to beginning site work.

~~SD-18, Records~~

~~Submit equipment specifications, and records of corrective actions taken.~~

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during normal construction and maintenance practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, state, and local regulations pertaining to the environment, including but not limited to water, air, and noise pollution.

1.4.1 Environmental Protection Plan

At the preconstruction meeting, the Contractor shall submit the proposed environmental protection plan for review. During this meeting, the Contractor shall meet with the Contracting Officer to discuss the proposed environmental protection plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.

1.4.1.1 Environmental Planning

Seven days after the environmental protection meeting, submit to the Contracting Officer the proposed environmental plan for further discussion, review, and approval.

1.4.1.2 Commencement of the Work

As directed by the Contracting Officer, following approval.

1.4.2 Survey

Perform a survey of the project site with the Contracting Officer, and take photographs showing existing environmental conditions in and adjacent to the site.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PROTECTION OF NATURAL RESOURCES

Preserve the natural resources outside the limits of any construction work, including dike repair, weir replacement, or dike ramp construction/repair work. No work would be permitted beyond the project limit as defined by any proposed silt fence line. Any damage to wetland areas shall be restored to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified.

3.1.1 Land Resources

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy the existing native vegetation which includes sea oats, shrubs, marsh or trees without the Contracting Officers permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attach ropes, cables, or guys is authorized, the Contractor shall be responsible for any resultant damage.

3.1.1.1 Omitted

3.1.1.2 Replacement

Any sea oats, wetlands, trees, or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to the original condition at the Contractor's expense. The Contracting Officer will decide what method of restoration shall be used and whether damaged vegetation shall be treated and healed, replaced, or removed and disposed of under requirements for clearing. The Contractor shall replace trees and other landscape features scarred or damaged by equipment operations with equivalent, undamaged trees and landscape features. The Contractor shall obtain approval from the Contracting Officer before starting replacement operations.

3.1.1.3 Temporary Construction

The Contractor shall remove all traces of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other signs of construction. Temporary roads, parking areas, and similar temporarily used areas shall be graded to conform with surrounding contours.

3.1.2 Water Resources

3.1.2.1 General

*1

The Contractor shall not take any action that will adversely affect the existing Water Quality Standards classification of any rivers, streams, ponds, lakes or reservoirs within or near the project site nor take any action which would otherwise contribute to pollution of these water resources. No fuels, oils, bitumen, construction wastes, paints, calcium chloride, pesticides, acids or other harmful materials will be permitted to enter these water resources. The Contractor shall investigate and comply with all applicable Federal, State, County and municipal laws concerning pollution of rivers and streams, and protection of health, shellfish, fish, endangered species, migratory birds, wildlife, and domestic animals. All work under this contract shall be performed in compliance with either ~~the Water Quality Standards, Rules of Georgia Department of Natural Resources, Environmental Protection Division,~~ Chapter 391-3-6~~, Water Quality Control, 30 June 1974 (latest revision)~~ or the Water Classifications and Standards (R. 61-68) and Classified Waters (R. 61-69) published by the South Carolina Department of Health and Environmental Control Bureau of Water dated June 26, 1998 (latest revisions), whichever is applicable. The Water Quality Standards classification for existing water resources on or adjacent to the project site shall be considered Class SA unless otherwise indicated.

3.1.2.2 Oily Wastes

Prevent oily or other hazardous substances from entering the ground, drainage areas, river, or local bodies of water. Surround all temporary fuel oil or petroleum storage tanks with a secondary containment system consisting of a temporary earth berm of sufficient size and strength to contain 110 percent of the contents of the tank(s) in the event of leakage or spillage. The bottom and inside slopes of the bermed area for temporary petroleum storage shall be lined and sealed with a petroleum resistant barrier. In addition, the barrier shall be protected from or resistant to ultraviolet degradation. Secondary containment shall be constructed and remain intact throughout the duration of this contract. The Contractor shall submit for approval a sample of the material proposed for use as the petroleum storage area barrier. The sample shall not be less than 1 foot square unless otherwise approved by the Contracting Officer. The secondary containment shall comply with the following minimum requirements for secondary containment:

3.1.2.3 Secondary Containment

The term "fuel oil or petroleum storage tank" shall be defined as an aboveground storage tank (AST) and shall be further defined to include all connected piping, ancillary equipment, and containment systems. Should there be a catastrophic or undetected aboveground storage tank leak, secondary containment provides added health and environmental protection and is required. All secondary containment areas must be maintained free of accumulations of water, leaves, weeds, flammable materials, tanks or drums, or anything else that may interfere with the containment purposes or visual detection of leaks or spills.

All secondary containment systems shall be:

a. Impervious to the tank contents for at least 72 hours (nonporous).

b. Compatible with the tank contents.

c. Resistant to normal environmental conditions (heat, cold, hail, ultraviolet (UV) radiation, and all other weather or operational conditions).

d. Of sufficient strength and durability to resist tearing, cracking, crumbling, eroding, collapsing, degradation due to wear and tear, and/or other forces for the operational lifetime of the tank.

e. Easily maintainable.

f. Of sufficient size to contain 110 percent of the volume of the tank (tank contents plus fire-fighting or rain water).

g. Of sufficient size to contain all critical piping, fittings, valves, fill pipe, overfill pipe, spill protection equipment, and/or any other related equipment.

h. Fitted with a normally closed valve or plug by which collected rain water and tank product can be removed.

The types of secondary containment systems permitted, unless otherwise approved, are steel catchment basins or spill skids, and earthen, masonry, or concrete berms. Double-walled tanks (steel or concrete encased or

reinforced) will not be considered adequate secondary containment, unless all critical piping and valves are within the secondary containment system. Earthen, masonry, or concrete berms will be permitted only when used in conjunction with an appropriate approved liner or coating. Liners such as "visqueen" or other nonreinforced plastic sheeting with a thickness of 40 mils (0.75 mm) or less is not considered appropriate and will not be permitted.

3.1.3 Fish and Wildlife Resources

Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish, shellfish and wildlife, except as indicated or specified. Larger wildlife that may be encountered and are to be left undisturbed include deer, raccoons, bobcats, coyotes, diamondback rattlesnakes and other snakes, alligators and various turtle species. Many species of nesting shorebirds may be encountered during the months of April through August. Their nests eggs and young are to be left undisturbed.

3.2 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work.

3.2.1 Designated Areas

The Government will monitor work in the areas indicated on the drawings. Submit a work schedule for approval for these areas and notify the Contracting Officer 30 calendar days prior to starting work in these areas. Changes to the approved work schedule must be approved by the Contracting Officer 48 hours prior to commencing on that portion of work.

3.3 EROSION AND SEDIMENT CONTROL MEASURES

3.3.1 Burning

The burning of materials will be permitted for disposal of cleared and grubbed materials. The Contractor will be responsible for any damage to life and/or property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall be responsible for obtaining any and all permits for burning as may be required by State and Local government agencies. Burn areas shall be designated by task order by the Contracting Officer.

3.3.2 Borrow Areas

Manage and control borrow areas to prevent sediment from entering nearby rivers, streams or lakes. Remove material in thin lifts. Contractor may remove mounded material. Restore areas, including those outside the borrow area, disturbed by borrow and haul operations. Restoration includes grading, replacement of topsoil, and establishment of a permanent vegetative cover. Uniformly grade side slopes of borrow pit to a slope of 1 part vertical to 3 parts horizontal or flatter. Uniformly grade the bottom of the borrow pits to provide a nearly flat bottom not lower than the floor of disposal area and gently sloped to drain toward weir locations. Stockpile topsoil removed during the borrow pit operation, and use as part of restoring the borrow pit area.

3.3.3 Protection of Erodible Soils

Immediately finish the earthwork brought to a final grade, as indicated or specified. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Implement best management practices as defined by GA DNR and SC DHEC to control erosion.

3.3.4 Temporary Protection of Erodible Soils

Use the following methods to prevent erosion and control sedimentation:

3.3.4.1 Mechanical Retardation and Control of Runoff

Mechanically retard and control the rate of runoff from the construction site. This includes construction of silt fencing, diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses.

3.3.4.2 Vegetation and Mulch

Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

3.3.4.3 Seeding

Provide new seeding where ground is disturbed. Include topsoil or nutriment during the seeding operation necessary to establish a suitable stand of grass. The seeding operation shall be as specified in Section 02100 DIKE MAINTENANCE.

3.3.5 General Work Requirements

Provide and maintain erosion control measures in accordance with the approved environmental protection plan.

3.4 CONTROL AND DISPOSAL OF SOLID AND SANITARY WASTES

Pick up solid wastes, and place in containers which are regularly emptied. Do not prepare, cook, or dispose of food on the project site. Prevent contamination of the site of other areas when handling and disposing of wastes. On completion, leave the areas clean. Control and dispose of waste.

3.4.1 Disposal of Rubbish, Debris and Closure of Burn Area

Haul rubbish and debris to the debris disposal area indicated or specified, and cover with a minimum of 2 feet (61 centimeters) of soil after completing rubbish and debris deposition materials as directed. The same cover thickness applies to burned materials from clearing and grubbing operations. Excavate sufficient soil for coverage before depositing waste.

Begin dumping in one area of the debris disposal area, and fill to a height such that when 2 feet (61 centimeters) of soil is added, the finished contours blend with those of adjacent areas.

3.4.2 Garbage Disposal

Place garbage in approved containers, and move to a pickup point or disposal area, where directed.

3.4.3 Sewage, Odor, and Pest Control

Dispose of sewage through use of chemical toilets or comparably effective units, and periodically empty wastes into a municipal, district, or station sanitary sewage system, or construct and maintain an approved type of adequate sanitary convenience for the use of persons employed on the work in accordance with the General Paragraphs titled, "SANITATION." Include provisions for pest control and elimination of odors.

3.5 CONTROL AND DISPOSAL OF HAZARDOUS WASTE

3.5.1 Hazardous Type Waste

Store hazardous waste in approved containers in accordance with 49 CFR 178, properly labeled to identify the type of waste and the date the container was filled. Remove the containers from the project site, and store and dispose of hazardous waste in accordance with 40 CFR 263 and 40 CFR 264. For oil and hazardous material spills, notify the Contracting Officer immediately.

3.5.2 Petroleum Products

Conduct the fueling and lubricating of equipment and motor vehicles to protect against spills and evaporation. Dispose of lubricants to be discarded and all excess oil.

3.5.3 Lead-Acid Battery Electrolyte

Dispose of electrolyte solution from lead-acid batteries. Do not dump electrolyte onto the ground or into storm drains or sanitary sewers without first neutralizing the electrolyte. Use one of the following alternatives for disposal of waste electrolyte:

a. An industrial waste treatment plant, if available and approved by the Contracting Officer for neutralizing and disposing of battery acid electrolyte.

b. Transport the electrolyte to a state-approved hazardous waste disposal site. The method of transportation and equipment shall comply with applicable Federal and state regulations.

c. Use an EPA-approved existing tank located on station or construct a neutralization tank. The neutralization process shall be in accordance with NEESA PS-015.

3.6 DUST CONTROL

Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. For hard surfaces, dry power brooming

will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning nonparticulate debris from weirs or other fabricated steel shapes except as otherwise specified. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

3.7 NOISE

Make the maximum use of low-noise emission equipment. Blasting or use of explosives will not be permitted without written permission from the Contracting Officer, and then only during the designated times.

3.8 HAZARDOUS WASTE GENERATION

Handle generated hazardous waste in accordance with 40 CFR 262.

3.9 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work covered under this specification section. All costs in connection with performance with the requirements of this section shall be included in the appropriate contract unit or lump sum price for the bid item to which the work pertains.

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SECTION 02100

*1 DIKE MAINTENANCE

PART 1 GENERAL

1.1 GENERAL DESCRIPTION

This Contract shall be used to perform operation and maintenance activities at and in support of nine confined dredged material disposal areas in Savannah Harbor and Brunswick Harbor including any accesses or support parts such as bank work, underdrains, boat ramps, etc. Maintenance of all bird islands in Savannah Harbor including Tompkins Island (offshore bird island) is also included in the scope of this work. Work may be performed in any or all of disposal areas 2A, 12 A&B, 13 A&B, 14 A&B, and Jones/Oysterbed Island at Savannah Harbor and Andrews Island at Brunswick Harbor. The work includes furnishing all labor, materials, equipment, and transportation to fulfill the requirements of task orders issued by the Contracting Officer for the operation and maintenance of the disposal areas and miscellaneous repairs to the disposal area dikes, weirs, catwalks, under drain stations (Savannah Harbor only), pipeline ramps or routes, access roads, boat ramps, bank repair, gate repair, outfall sites, etc. and minor dike raisings. Task orders will be issued by calendar days. This Contract is intended to be used to accomplish work that is not normally performed by a dredging contractor, and to maintain disposal areas that are not being operated and maintained as part of a dredging contact or dike raising contract. The Contractor will be issued task orders when work is required.

Work may include mowing, dike repair, minor dike raisings, erosion control, clearing, grubbing, grading, weir repair, catwalk repair, replacing weirs and catwalks, ditching the interior of the disposal areas, digging sumps, application of herbicides, grassing, silt fence placement, and general maintenance of dredged material disposal areas and bird islands (Savannah Harbor only). Other related work including maintenance and repair of unimproved roads providing access to the disposal areas and maintenance of ditches adjacent to the access roads may also be performed under this Contract. Offerors should examine all of the disposal areas to determine the conditions existing at this time.

1.2 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM A 123/123M	(2002) Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products
ASTM A 153/153M	(2004) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 760/760M	(2001a) Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
ASTM A 849	(2000) Post-Applied Coatings, Pavings, and

	Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM C 33	(2003) Concrete Aggregates
ASTM C 94/94M	(2004) Ready-Mixed Concrete
ASTM C 150	(2004) Portland Cement
ASTM D 2487	(2000) Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2584	(2002) Ignition Loss of Cured Reinforced Resins
ASTM E 84	(2004) Surface Burning Characteristics of Building Materials

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M	(2004) Structural Welding Code - Steel

AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA)

AWPA C18	(2003) Pressure Treated Material in Marine Construction

AMERICAN WOOD PRESERVERS BUREAU (AWPB)

AWPB MLP 80	Standard

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety -- Safety and Health Requirements

U.S. DEPARTMENT OF DEFENSE (DOD)

MIL-DTL-24441C	(1999, Sup. 1) Paint, Epoxy-Polyamide

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

RR-S-001301	(1997) Safety Equipment, Climbing

GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)

GDOT Specs	(2001) Standard Specifications, Construction of Roads and Bridges

1.3 SUBMITTALS

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

SD-02 Shop Drawings

Weir Risers; G, DO

Submit detailed drawings and specifications for the weir risers and stub pipes.

SD-07 Certificates

Steel, new

Three copies certifying the thickness of the coating system used.

Wood

Submit certification of wood properties and treatment.

Concrete

Certification that the materials used and proportions selected produce concrete of the required strength.

Pipes

Manufacturer's certification that the pipes meet the specifications.

SD-11 Closeout Submittals

Reporting

Submit a record of the numbers of hours worked on a monthly basis.

1.4 CONSTRUCTION PRACTICES AND QUALITY OF MATERIALS

Unless otherwise specifically provided in the task order, all operational practices of the Contractor and all workmanship, material, equipment and articles used in the performance of work under this Contract shall be in accordance with accepted commercial construction practices. Specific instructions will be issued with each task order.

1.5 CONCURRENT USE OF DISPOSAL AREAS

It is expected that the disposal areas will be used by other contractors at the same time maintenance activities are being performed under this Contract. Task orders issued under this Contract will not provide sole use of an area to this Contractor. All work performed in an area in use by more than one contractor shall be coordinated through the ContRacting Officer's Representative (COR).

1.6 HOURS OF WORK

The work day shall be a calendar day and not restricted to 8 hours per day, Monday through Friday (40 hours per week). The Contractor may elect to work overtime, weekends, Federal holidays, etc. The estimated completion date will be determined by applying the equipment usage hours at 40 hours per week to the date of receipt of Notice to Proceed, plus 5 days to commence work, plus all Federal holidays occurring within the Contract period.

1.7 ACCESS TO WORK SITE

The access gates to the disposal areas shall be locked at all times except when required to be opened for the immediate passage of manpower, materials, supplies, and equipment. The Contractor will be allowed to place his lock on the gate for the duration of this Contract. Access to the disposal areas by the Contractor shall be only for the performance of work under this Contract. The Contractor shall abide by all rules and regulations of the U.S. Fish and Wildlife Service (USFWS) while working in the portion of Area 2A which lies within the Savannah National Wildlife Refuge, and on Oysterbed Island. Access to Jones/Oysterbed Island is by water only. The Contractor may cross the Atlantic Intracoastal Waterway at the east end of Area 14B.

Access to Disposal Area bird islands and offshore bird island at Savannah Harbor is the Contactor's responsibility. The Contractor shall be prepared to transport equipment and personnel to the Disposal Area interior bird islands during times of dredge pumping in which the areas are flooded. Under dredge pumping periods areas will be flooded with water depths varying from 1 inch to several feet. The offshore bird island is only accessible by use of floating plant.

1.8 MOBILIZATION AND DEMOBILIZATION

The Contractor shall mobilize equipment required to complete all work described in the individual task order scopes of work to the work site within 5 days of the date of the Notice to Proceed, unless otherwise specified in the task order. Mobilization shall be considered complete when the equipment is ready for work after arriving at the work area. No payment will be made for hourly work of the equipment until mobilization of such equipment has been completed. Mobilization and demobilization to Savannah Harbor includes access to Disposal Areas 12A, 12B, 13A, 13B, 14A, and 14B.

1.9 MEASUREMENT AND PAYMENT

1.9.1 Mobilization/Demobilization

Mobilization and demobilization of equipment to and from the area of work shall be paid for at the contract price for Bid Item Nos. 0001, 0035, and 0069. Mobilization and demobilization of Bid Item Nos. 0014, 0048, and 0082 shall be paid for as applicable under Bid Item Nos. 0014AA, 0014AB, 0048AA, 0048AB, 0082AA, and 0082AB. The amount bid for these items shall include all the costs associated with mobilizing and demobilizing any one piece of equipment from Bid Item Nos. 0002 through 0015, 0036 through 0049, and 0070 through 0083 to the work site. The same rate shall be paid for mobilization of each piece of equipment (this does not apply to Bid Item Nos. 0014, 0048, and 0082). If more than one piece of equipment is transported on a lowboy, only one mobilization/demobilization shall be paid.

Payment for each item in the bid schedule shall be complete and include all necessary equipment, labor, materials, supplies, tools, etc. The amounts bid for equipment which requires an operator shall include the cost of the operator. The amounts bid for welding and burning shall also include the welder.

1.9.2 Excavations

Excavations required by this section will not be measured separately for payment. All measurements and costs of plant, labor, materials, and equipment for excavations shall be included in the appropriate contract bid item.

1.9.3 Measurement - Hourly Items

The items listed below shall be paid for at an hourly rate for work performed under individual task orders. Task orders will be negotiated and issued on a job lump sum basis. Satisfactory performance shall be defined as operation of equipment in an efficient manner (i.e. meeting minimal production rates, as determined by the COR) and performing only those operations which have been included in the task order scope of work. No payment will be made for downtime due to routine fueling and lubrication, maintenance, or repair, which are the Contractor's responsibilities. Movement of equipment between sites, as directed by the Contracting Officer, will be paid at the specified hourly rate. Operations which may be performed and which will be measured and paid for by the hour include, but are not limited to operation of the tree cutter, clearing and grubbing, ditch and sump excavation, repairing dikes, grading, burning and welding, and general work performed by a laborer.

Equipment	Bid Items
Rotary Ditcher	0002, 0036, 0070
Tree Cutter	0004, 0038, 0072
Tractor Dozer	0005, 0039, 0073
Front-End Loader	0006, 0040, 0074
Highway Dump Truck	0007, 0041, 0075
Off Road Dump Truck	0008, 0042, 0076
Excavator	0009, 0043, 0077
Long-Reach Excavator	0010, 0044, 0078
Motor Grader	0011, 0045, 0079
Tractor w/Pan	0012, 0046, 0080
Rubber-tired Loader/Backhoe	0013, 0047, 0081
Amphibious Excavator	0014, 0048, 0082
Tractor w/ Disc Harrows	0015, 0049, 0083
Sump Pump	0024, 0058, 0092
Welding and Burning	0032, 0066, 0100
Laborer	0033, 0034, 0067, 0068, 0101, 0102

1.9.4 Measurement - Lump Sum Items

Payment for installation of new weirs shall be lump sum at the contract price bid for Bid Item Nos. 0022, 0056, and 0090. Such payment shall be full compensation for and cover the cost of all mobilization and demobilization, equipment, labor, miscellaneous materials, other items of work specified, and all other incidentals for installation of new weirs. Removal of existing weirs described in this section will not be measured separately for payment. All costs of plant, labor, materials, and equipment to remove and dispose of existing weirs shall be included in the bid items for Install New Weir, Complete.

1.9.5 Measurement - Linear Foot Items

Removal/replacement of outfall pipes shall be paid for by the linear foot to include all necessary flanges and hardware at the contract price bid for Bid Item Nos. 0023, 0057, and 0091. Such payment shall be full

compensation for and cover the cost of all mobilization and demobilization, equipment, labor, miscellaneous materials, other items of work specified, and all other incidentals for removal/replacement of outfall pipes. Removal of existing outfall pipes described in this section will not be measured separately for payment. All costs of plant, labor, materials, and equipment to remove and dispose of existing outfall pipes shall be included in the bid items for Removal/Replacement of 48" Outfall Pipes, Complete.

1.9.6 Measurement - Other Items

The unit of measurement and payment for activities and operations performed on a unit price basis other than by the hour shall be as follows:

Operation/Activity	Bid Items	Unit of Measure
Mowing	0003, 0037, 0071	acre
Stripping	0016, 0050, 0084	acre
Clearing and Grubbing	0017, 0051, 0085	acre
Grassing	0018, 0052, 0086	acre
Silt Fence Installation	0019, 0053, 0087	linear foot
Erosion Control	0020, 0054, 0088	ton
Paint Weirs	0021AA, 0055AA, 0089AA	square foot
Provide Stoplogs	0021AB, 0055AB, 0089AB	linear foot
Repair Weir Riser	0021AC, 0055AC, 0089AC	square foot
Wooden Catwalk Repair	0021AD, 0055AD, 0089AD	linear foot
Metal Catwalk Repair	0021AE, 0055AE, 0089AE	linear foot
Removal/replacement of outfall pipes	0023, 0057, 0091	linear foot
Burning	0025, 0059, 0093	acre
48" Pipe Fusing	0026, 0060, 0094	each joint
12" Pipe Fusing	0027, 0061, 0095	each joint
Geotextile Installation	0028, 0062, 0096	square yard
Lime Application	0029, 0063, 0097	ton
Fertilizer Application	0030, 0064, 0098	ton
Herbicide Application	0031, 0065, 0099	acre, pound

These payments shall constitute full compensation for furnishing required materials, plant, equipment, tools, labor, and incidentals necessary to complete the work described in each negotiated task order.

1.9.7 Payment

a. Payment for Bid Item Nos. 0029, 0063, and 0097, Lime; Bid Item Nos. 0030, 0064, and 0098, Fertilizer; and Bid Item Nos. 0031, 0065, and 0099, Herbicides shall include all costs for the equipment, labor, materials, supplies, etc., to purchase, deliver, and apply the product.

b. Payment for Bid Item Nos. 0021, 0055, and 0089 shall include all costs for labor, materials, supplies, tools, etc., required to clean, paint, and coat rusted and damaged weir risers, outfall pipe, catwalks, etc.

c. Payment for long-reach excavators will be paid under Bid Item Nos. 0010, 0044, and 0078 as appropriate.

d. No separate payment shall be made for tools and hand-held equipment including, but is not limited to shovels, rakes, gasoline powered weed-eaters, chainsaws, axes, bush hooks, machetes, power hand tamps, etc. Costs for these items considered incidental.

1.9.8 Reporting

The Contractor shall submit hours worked per month on the Contract to the COR no later than the fifth day of the next month for labor exposure report.

PART 2 PRODUCTS

2.1 STEEL, NEW

All corrugated steel, structural steel, metal hardware, (nuts, bolts, washers, etc.) used in the new riser structure, catwalks, and catwalk supports shall be thoroughly cleaned and then hot-dipped galvanized in accordance with the applicable sections of ASTM A 760/760M, ASTM A 153/153M, and ASTM A 123/123M. All necessary repairs to galvanized surfaces shall be made using two coats of a paint conforming to MIL-DTL-24441C. The Contractor shall submit to the Contracting Officer certificates or copies in triplicate stating the thickness of the coating system used.

2.2 WOOD

All lumber used for the weir stoplogs and timber piles shall be of dense select structural southern pine lumber and pressure treated with either Ammoniacal Copper Arsenate (ACA) or Chromated Copper Arsenate (CCA) and shall conform to AWPA C18. A certificate from any approved nationally recognized testing organization, adequately equipped and competent to perform such services, attesting the lumber is dense select structural southern pine and meets or exceeds AWPA C18 shall be delivered to the Contracting Office prior to installing the stoplogs in the spillway riser structure. Instead of the certificate, as evidence of conformance to this specification, the treated material shall be legibly marked in accordance with AWPB MLP 80. Pilings shall be the size as shown on the Contract drawings.

2.3 LADDERS

Ladders will be constructed as shown on Plate D-10 "Drop Inlet Sluice Details." The ladders shall include the installation of a control life safety support bar in accordance with OSHA 1910.7.

2.4 SAFETY CLIMBING EQUIPMENT

Safety climbing equipment shall be provided for weir ladders. All equipment shall comply with RR-S-001301. The main support elements (carrier and means of attachment to structure) shall be galvanized.

2.5 FIBERGLASS GRATING

The grating shall be molded from a fiberglass-reinforced plastic made from a thermosetting resin. The resin systems shall be a vinyl-ester resin system with a tested flame spread of 25 or less based on ASTM E 84. The glass content shall be a minimum of 25 percent and a maximum of 35 percent by weight based on ASTM D 2584 for maximum sunlight and chemical resistance. The bearing bars and cross bars shall be molded simultaneously into a one-piece construction with smooth mold surfaces. The grating shall have square bar patterns with 1-1/2 inch by 1-1/2 inch spacing. The grating shall be 1 inch thick and capable of supporting a 500-pound load centered between supports placed 42 inches apart with a deflection of 0.35 inch or less. Grating shall have a minimum live load capacity of 200 psf for all spans. Metal grating meeting strength requirements and approval of COR may

be substituted.

2.6 CONCRETE

Concrete cement shall be Portland cement ASTM C 150, Type II. Aggregates shall comply with ASTM C 33. Concrete shall conform to ASTM C 94/94M. The Contractor shall ensure that the concrete is properly consolidated, finished, protected and cured. Proportions of material in the concrete mix shall be the responsibility of the Contractor. The Contractor shall submit certification to the Contracting Officer that the materials used and that the proportions selected will produce concrete of a minimum strength of 3,000 psi.

2.7 POLYETHYLENE

2.7.1 Pipes

All 48-inch diameter pipe shall be made from polyethylene resin compound qualified as Type III, Category 5, Class C, Grade P34 as specified in ASTM D 1248 except the density of the base resin shall be within the limits of 0.941 to 0.943 as determined by ASTM D 792, Method B. This material shall have a hydrostatic design basis of not less than 1350 psi when tested in accordance with ASTM D 2837. The raw material shall contain carbon-black and an effective antioxidant as required by CASB 137.1. All materials used in fabrication of the pipe shall be new. Wall thickness shall be 1.385 inches. The pipe shall have a standard dimension ratio (SDR) of 26. The Contractor shall obtain certification from the manufacturer stating that the pipe meets all requirements specified and submit the certification to the Contracting Officer.

2.7.2 Anti-Seepage Collars

High-density polyethylene collars shall be joined to the pipe as indicated on plans by mechanical flanges.

2.7.3 Weir Risers

The Contractor shall provide polyethylene weir risers and pipe stubs. The Contractor shall submit shop drawings and specifications for the manufacture and installation of polyethylene risers to the Contracting Officer for review and approval prior to ordering the risers from the manufacturer. The shop drawings shall also include details of the connection of the catwalk to the risers. Details of polyethylene weir risers and pipe stubs are included in the Contract drawings.

2.8 JOINTS

The plastic pipe shall be connected by the thermal butt-fusion method which consists of melting the aligned faces of the pipe ends in a suitable apparatus and pressing them together under controlled pressure. Skilled and certified workers having previous experience in joint fusion shall perform this work.

2.8.1 Mechanical Joining

Plastic pipe shall be joined to corrugated metal pipe stub or other plastic pipes where indicated on the plans by mechanical flanges. Metal flanges shall be field coated with bituminous material.

PART 3 EXECUTION

3.1 MOWING

3.1.1 General

a. The dike system consists of approximately 42 miles of dikes at Savannah Harbor and 5 miles of dike at Andrews Island, with additional frontage roads. The areas to be mowed have both variable widths and slopes. In order to fulfill the requirement of this Contract, specialized equipment must be used. Mowing the tops of the dikes shall be accomplished using a mowing machine pulled behind a tractor. Mowing all other areas, dike slopes and wet areas, shall be accomplished using a boom mower and/or batwing mower. The Contractor will furnish all labor and special equipment as required to accomplish this. All equipment used in the operation of mowing shall be adequate to produce the desired results.

b. Areas of mowing are to be cut a maximum of 5 inches above the ground. The Contractor is to adjust his mowers in order to eliminate destroying the turf and/or leaving the vegetation above 5 inches. The Contractor shall ensure that mower blades are kept sharp at all times which result in clean, effective mowing. If the areas are not mowed satisfactorily as a result of failure by the Contractor to maintain sharp blades, the Contractor shall be directed to re-mow the area at no additional cost.

c. The Contractor shall perform all mowing operations in a manner which will prevent any spillage or leakage of fuel, oil, or any material that may contaminate the area. The Contractor shall clean up any contamination of the area caused during mowing.

d. At all weir locations, a 16-foot width access path shall be mowed or cut to the outlet end of the weir pipe. The access path to each weir catwalk shall be mowed the same as the dike. The cost for this will be included in the mowing of the disposal area.

3.1.2 Equipment

The Contractor shall use equipment that will not destroy the integrity of the dike. Equipment used shall not be permitted to operate on slopes that are too steep or sandy and that will cause rutting of slopes. The Contractor shall restore all damage to the top of dikes, slopes, shoulders, or roads caused by the Contractor, to their original condition. On slopes that are too steep for equipment, a boom mower will be required. Also, there are areas within the limits of mowing that are wet and/or pond water for extended periods of time which will require use of a boom mower.

3.1.3 Order of Work

Order of work shall be determined by the Contracting Officer. Mowing of the top of dikes, slopes, under drain ramps, etc. shall be completed and accepted per disposal area unless otherwise directed by the Contracting Officer.

3.1.4 Extent of Mowing

a. Mowing shall consist of mowing of all dikes, dike slopes, access ramps, under drain station ramps, weir access ramps, weir outfall accessories, etc. In accordance with the August 1996 U.S. Corps of Engineers Environmental Impact Study, the dike roads and 5' down the inside and

outside slopes may be mowed during the non-mowing season defined as April 1 to July 15. Mowing season is defined as July 16 to March 31. Grass will be taller after this period of time and will require more time to be mowed. Avoid all bird nests at all times.

b. In addition to the dikes, the Contractor shall be required to mow the access road along the front of Areas 12A and 14A and an open area adjacent to the tide gate structure on the South Carolina side of the Back River. This mowing will consist of mowing the shoulders and back slope approximately 10 feet on each side of the road. Inside of curves will be 15 feet.

c. Area 2A, located on Hutchinson Island, may be accessed by water or land. To access Area 2A by land requires crossing property owned by International Paper Company. Permission to cross International Paper Company's property will be the responsibility of the Contractor. The Government will assume no responsibility nor arrange for the Contractor to have access to this disposal area across the property owned by International Paper Company. The Contractor may use a barge at his own expense.

d. The Contractor may be required to mow an area at the outside toe of the dike and/or all or portions of the interior of any of the disposal areas. See Paragraph "Estimated Quantity" below.

3.1.4 Estimated Quantity

The location and estimated acreage for mowing the top of dike and the interior and exterior slopes is listed below. The Contractor may be required to mow the areas multiple times during each contract period.

TABLE I: DIKE MAINTENANCE SURFACE AREAS/ 02 AUG 2005

Location (Perimeter in ft)	Exterior Slope (acres)	Top (acres)	Int. Slope (acres)	Int. (acres)	Top+5ft I/O (sf)(acres)	# of weirs
Andrews Island (25,041)	40	12	18	744	3,029,961(69.6)	7
(Construction Fill: looks like top of dike, only wider)		110				
Area 1N (9,610)	5	3	3	130	249,860(5.7)	
Area 1S (5,800)	4	2	2	60	150,800(3.5)	
Area 2A (23,395)	54	7	22	240	608,270(14.0)	3
(Lower Access Roads) (13,210)		5				
Area 12A (29,002)	54	12	22	990	754,052(17.3)	5
(Lower Access Road West) (7,130)		3				
(Lower Access Road North) (8,320)		4				
(Lower Road South/Front) (10,000)		5				
(Tide Gate Area)		24				
Area 12B (22,470)	18*	8	5	660	584,220(13.4)	3
(Lower Access Road North)		2				

Location (Perimeter in ft)	Exterior Slope (acres)	Top (acres)	Int. Slope (acres)	Int. (acres)	Top+5ft I/O (sf)(acres)	# of weirs
(4,790)						
Area 13A (23,050)	22*	9	22	647	599,300(13.8)	3
(Lower Access Road North) (5,780)		2				
Area 13B (21,832)	22*	8	15	520	567,632(13.0)	5
(Lower Access Road North) (10,100)		2				
(Lower Road South/Front) (5,610)		2				
Area 14A (24,500)	7	12	18	728	637,000(14.6)	3
Area 14B (25,680)	27	9	12	725	667,680(15.3)	6
Jones/Oysterbed (56,872)	44	20	40	890	1,478,672(33.9)	8
Offshore Bird Island (2,550)	0	4	4	0		
Totals	297	265	183	6334	(214.1)	43
Total		745 acres of top, interior & exterior				

* Includes ramps to Underdrain control stations

3.2 REPAIR OF DIKES

3.2.1 General

Settled and/or eroded areas of the dikes, including the tops and both side slopes, shall be repaired with satisfactory materials borrowed from the approved locations within the disposal areas. Satisfactory materials shall consist of SW, SP, SM, SC, CL, and ML materials as classified in ASTM D 2487. The Contractor shall haul the borrow material to the eroded sites and spread it uniformly in the area(s) designated for repair. The material shall be spread and compacted with equipment by passing over it a minimum of five times. All material determined by the Contracting Officer to be too wet or too soft to provide a stable compacted fill will be classified as unsatisfactory regardless of classification. The Contracting Officer shall approve satisfactory material before the repairs are made. Stone larger than 6 inches in diameter shall not be permitted in satisfactory material for erosion repairs. All eroded material deposited at the bottom of the dikes shall be removed to the extent practical and reused to match the original section. The borrow materials may be obtained from any disposal area as approved by the Contracting Officer. The Contractor shall conduct his borrow operations to the extent practical which will allow surface water to drain from the borrow location to the weirs. All repaired areas of the dike shall be grassed and mulched in accordance with paragraph GRASSING.

3.2.2 Erosion Control

Areas of the dikes and adjacent bank that have been eroded as a result of wave action may require rock placement to prevent further erosion. Dikes will be repaired as specified in paragraph 10.1 with the exception of grassing and mulching in areas that require rock placement. Rock shall be placed as shown on Plate D-1 or as directed by the Contracting Officer.

The Contractor shall be responsible for maintaining haul roads at his own expense during the period of hauling operations. The Contractor is responsible for returning all roads utilized for hauling to their original condition and elevations that existed prior to hauling operations upon completion of the work unless otherwise directed by the government. The Government is not responsible for lost time in hauling operations due to the Contractor's negligence in maintaining roads in a passable condition.

3.3 GRASSING

Existing grassed slopes of the disposal area dikes, if damaged by erosion or by any other cause, shall be repaired and re-seeded at a rate of 50 pounds per acre of the following State certified seed:

Common Name	Botanical Name	Mixture Percent By Weight	Percent Pure Live Seed
Bermuda	(Cynodon Dactylon)	15	82
Pensacola Bahiagrass	(Paspalum notatum)	40	80
Laspedeza Korean	(Lespedeza Stipulacea Maxim)	45	85

3.3.1 Soil Preparation

Any area to be permanently grassed, with the exception of nesting areas, shall be tilled before grassing and the soil shall be sampled by the Contractor and the samples taken to the Local County Extension Service for testing to determine lime and fertilizer application rates. The area shall be limed, then tilled or hand seeded. The fertilizer shall be distributed uniformly 4 to 5 weeks after seeding. The application rate of the fertilizer shall be as recommended by soil test results of the Local County Extension Service.

3.3.2 Mulching

Immediately after seeding, areas shall be mulched with 2 tons per acre of straw mulch and tacked with non-asphalt for small areas. In larger areas the straw will be anchored with a V-type wheel landpacker, designed to force mulch into the soil surface.

3.3.3 Temporary Seeding

Temporary cover seeding shall be sown from 1 September to 1 February. Annual winter rye grass (Lolium multiflorum) shall be used at a rate of 50 pounds/acre. The percent pure live seed shall be 88%. Application of lime and fertilizer on the areas covered with temporary seeds shall not be required.

3.3.4 Watering

All seeded areas shall be watered. Watering shall commence within 7 days after completing any seeding operation and shall continue on a weekly basis as necessary to assure growth. Water shall be applied at a rate sufficient to ensure moist soil conditions to a minimum depth of 1 inch. Run-off and puddling shall be prevented.

3.4 GRADING

The Contractor shall be required to use a motor grader to smooth and/or grade the top of the dikes and the access road from the disposal area entrance gate near US Highway 17 to the Screven Ferry Road dredge laydown

area. Table I, above, lists the perimeter of each disposal area. Additional grading may be required at other locations providing access to the existing dredged material disposal areas.

3.5 CLEARING, GRUBBING, AND BURNING

The Contractor shall be required to perform clearing and grubbing operations on the slopes of the dikes, at the outside toe of the dikes, and in the interior of each confined disposal area. It is anticipated that this work will be performed using a dozer, excavator, long-reach excavator, stout bush hog (tree cutter), dump truck, or any combination thereof. Grubbing, when specified in the task order, shall be performed with the dozer using a root rake. The cleared and grubbed material shall be placed at the direction of the Contracting Officer's Representative within the disposal area designated for clearing and grubbing and shall be burned. All cleared and grubbed materials shall be burned to the fullest extent possible and buried within the disposal area. The Contractor shall be responsible for any damage to life and/or property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall excavate a pit for burying the burned material, place the burned material in the pit, and cover the burned material with a minimum of two feet of cover. The Contractor shall ensure that excavation and burning operations do not damage underdrains in the disposal area. Any underdrains damaged as a result of the Contractor's negligence shall be repaired at no cost to the Government. The cover material shall be obtained from existing dredged material located adjacent to the disposal pit. The Contractor shall ensure that the cover is placed no higher than the elevations adjacent to the disposal pit. The Contractor shall be responsible for coordinating burning operations and for obtaining any and all permits for burning as may be required by Federal, State, and local government agencies prior to commencement of burning operations.

3.6 DITCHING

Ditching and dewatering operations will be conducted as directed by the Contracting Officer's Representative (COR) within the disposal areas shown on drawing CWK 514. Work will consist of removal of previously placed material in front of the weirs, excavation of sumps in front of each weir, and ditching of hydraulically placed dredged material inside the disposal area. Ditches shall be excavated around the inside perimeter and across the disposal areas. Existing material in the disposal area is recently deposited dredged material consisting primarily of silts, sand, and clay. This material has been deposited since the aerial photographs were taken. Mats will be required in areas. The construction of access ramps inside the dikes will be the Contractor's responsibility. Ditching shall be performed along the inside of the dike and at locations as directed by the COR. The excavator shall begin ditching as directed by the COR. To establish sumps, material shall be excavated from in front of all weirs in the disposal areas and carefully deposited either further away from the weirs or on the lower 5 feet of the inside slope of the dike. Excavated material deposited in the interior of the disposal area shall be placed in such a manner as to allow surface runoff from the interior to flow to the ditches. The material shall be spread to prevent mounding. Care shall be taken not to remove any material from the adjacent dike or cause any damage to the dikes or weirs. Any damage caused by the Contractor to the dikes or weirs and adjacent structures shall be repaired at the Contractor's expense. The Contractor may be directed to make subsequent passes to deepen the sumps and ditches. In addition, excavated material may be carefully placed on the lower 5 feet of the inside slope of the dike.

Vegetation on the inside dike slope 5 feet above the inside elevation of the disposal area shall not be disturbed. Staging areas will be available to the Contractor near the disposal areas as directed by the COR which will be discussed at the preconstruction conference. Initial work will require the use of an excavator. When the interior of the disposal area becomes less wet, the COR may require a ditching machine for dewatering during operations. The Contractor may also be directed to perform ditching and ditch maintenance outside of the disposal areas. All ditches shall be excavated to drain to existing weirs and/or culverts. The depth and cross section of the ditches shall be specified in each task order awarded for ditching operations.

3.7 APPLICATION OF HERBICIDES

The Contractor shall be required to apply herbicides to control vegetation. The Contractor shall demonstrate his plans have been reviewed and approved by a person possessing a Masters Degree in Weed Science and/or PHD in Turf Management. The location of the application and the application rate to be used shall be specified in the task order. The Contractor shall strictly adhere to the manufacturer's warnings and recommendations in the application of herbicide according to local, state and Federal laws. The Contractor shall provide all equipment and supplies necessary to properly and safely apply the herbicides. Herbiciding shall be performed on:

3.7.1 Bird Islands

Two bird nesting islands (1 to 2 acre each) exist in Areas 12A, 12B, 14A, 14B, and Jones/Oysterbed. Additional islands (two 1 to 2 acre in each area) are either being constructed or planned for construction in Areas 13A, and 13B. An offshore bird island of approximately 5 acres is approximately 2 miles offshore of Jones/Oysterbed Island. The Government desires that the bird islands remain free of vegetation. Vegetation shall be removed from sides and interior of these areas before and after each nesting season by either clearing and grubbing or herbiciding. Herbicides shall be applied twice a year to these areas during times when birds are not nesting on the islands. One application shall be accomplished during the month of September and the second application shall be accomplished between March 15 and April 7. Vegetation shall be completely removed from these areas between November 1 and February 1 by clearing and grubbing. Dead vegetation to be burned shall be piled at the toe of the islands and burned. Vegetation shall not be piled and burned on the crowns or sideslopes of the islands. The Contractor shall take care that spray does not drift from designated areas and shall strictly adhere to the manufacturer's warnings and recommendations in the application of the herbicide. Aerial helicopter application of herbicide will be allowed. The herbicide shall be approved by the EPA for aquatic use (Habitat or equal). Typical prescription and application rate for Habitat is as follows:

Herbicide Manufacturer	Herbicide	Rate Per Acre
BASF	Habitat	3 Quarts Per Acre
NaturChem, Inc.	NC 90 Surfactant	.5 % solution

The sandy surface with scattered pebbles is to be preserved as well as the scattered wood debris around the perimeter of the areas. Any fire ant mounds encountered on the nesting islands shall be treated with a chemical approved for fire ant control. The Contractor shall strictly adhere to the manufacturer's warnings and recommendations in the application of the fire ant control. Amdro (or equivalent) shall be broadcast at 1 lb/acre, with a soil temp of at least 60 degrees and air temp of at least 75 degrees) from

mid-day to afternoon. Treat any mounds 2 weeks later with 2 tbsp/mound Orthene or equivalent. Cost for boat use to access bird islands for maintenance is considered incidental to the Contract.

3.7.2 Dikes, Roads, Road Shoulders, Pipeline Ramps, Ramps leading to the Underdrain Stations, and Outfall Pipes

The Government requires that the dikes, roads, road shoulders, pipeline ramps, ramps leading to the underdrain stations and outfall pipes be covered with grass. Herbiciding shall include growth regulators which inhibit acetohydroxiyacid synthase in plants (Plateau or equal). The Contractor shall perform three seasonally timed treatments:

a. Winter or early spring treatment shall control winter annual weeds plus residual pre-emergent control for late spring annuals.
b. Later spring or early summer treatment to control undesirable weed grasses while regulating the height and seed production of the selected cover.
c. Late summer to fall treatment to regulate growth and eliminate late season weed grasses.

Typical prescription and application rate for Plateau is as follows:

Herbicide Manufacturer	Herbicide	Rate Per Acre
BASF	Plateau	8-12 oz per acre
Nufarm	Weedar 64 Amine Formulation	2 quarts per acre
Dow Agrisciences	Garlon 3A	1 quart per acre
BASF	Aqua Cap	3 quarts per acre
BASF	Overdrive	8 oz per acre
NaturChem, Inc.	NC 90 Surfactant	.5 % solution

The work areas are located adjacent to a Wildlife Sanctuary. Therefore, extremely precise control of herbicide placement is required to prevent damage to the Wildlife Sanctuary. Spray equipment that can evenly distribute low volumes (<20 gal/acre) of solution in a precise and accurate manner shall be required. The equipment shall posses Global Position Sensing (GPS), Flow Control, and Satellite Receiver Units for mapping guidance prescription application, variable rate/flow control, speed monitoring, and data logging with a boom system operated from the driver console able to be adjusted +/- 60 degrees from parallel while maintaining preset application rate automatically regardless of changes in speed (Goldoni Transcar 40 with Raven SCS 440 Automatic Sprayer Control System including the VIPER and Invicta 310 systems or equal). The Contractor shall take care that spray does not drift from designated areas. Spot maintenance may be required on especially difficult invasive plants.

3.7.3 Dike Interiors

The Contractor shall spray designated areas as specified in the task order. The Government requires that all vegetation be killed by spraying the designated areas. Aerial helicopter application of herbicide will be allowed. The Contractor shall take care that spray does not drift from designated areas. Spot maintenance may be required on especially difficult invasive plants. The herbicide shall be approved by the EPA for aquatic use (Habitat or equal). Typical prescription and application rates for habitat is listed in paragraph 15.1 Bird Islands.

3.7.4 Underdrain Stations

a. The Government desires that the 12 underdrain stations remain free of vegetation. Vegetation shall be removed from sides and interior of these areas by herbiciding. The Contractor shall take care that spray does not drift from designated areas and shall strictly adhere to the manufacturer's warnings and recommendations in the application of the herbicide. The herbicide shall be approved by the EPA for aquatic use (Habitat or equal. Typical prescription and application rate for habitat is listed in paragraph 15.1 Bird Islands.

b. All costs for required licenses, insurance and taxes shall be borne by the Contractor. Applicators and/or herbicide handlers shall be certified in accordance with either South Carolina or Georgia regulations, depending on location of the spraying. The Contractor shall furnish a copy of the applicator's certification to the Government representative on site at least ten (10) calendar days prior to the application of any herbicides on the project. Due to the stringent requirements of herbicide application, applicators must be licensed and the application of chemicals must be performed by a company whose primary business is the application of herbicides.

c. All damage to work in place and damage to surrounding areas resulting from the applicators equipment or the improper application of herbicides shall be repaired/restored to the original good and acceptable condition by the Contractor as determined by the Contracting Officer.

d. For bid item 0031AF, 0065AF, and 0099AF, Herbiciding with Boom Sprayer, The Contractor shall use Glystar or equivalent product. The Contractor is responsible for supplying the herbicide under bid item 0031AF, 0065AF, and 0099AF.

e. The Contractor shall have an Emergency Spill Plan at the site at all times that includes a list of all agencies to be notified along with their telephone number, in event of any herbicide spills or accidents occurring during the work on this project. The Contractor shall be liable for any damage that results from the Contractor's negligence or improper application of the herbicide. If an accident occurs, the Contractor is responsible for notifying all proper agencies immediately. Furthermore, the Contractor shall be solely responsible for the clean-up and restoration due to any accidents at no additional cost to the Government.

f. Herbicide and herbicide containers shall be in strict accordance with label specifications. The Contractor will not be permitted to dispose of any herbicide or herbicide containers on site. All disposal costs will be at the Contract's expense.

g. The Contractor shall provide records for the work performed to include the date of application, type of herbicide, application rate, and method of application for each spraying event.

3.8 SILT FENCE

The Contractor shall provide and install silt fencing at locations specified in individual task orders. The fabric shall meet the specifications of Type A (36 inches high) fencing in accordance with GDOT Specs. Installation of the silt fence shall be in accordance with Georgia Soil and Water Conservation recommended methods.

3.9 WEIR, CATWALK, OUTFALL PIPE REPLACEMENT/REPAIR

The work covered by this item consists of furnishing all plant, labor, equipment and material and performing all operations in connection with the removal of malfunctioning weirs and catwalks and the installation of a new weir and catwalk including metal bracing, pilings, sheet piling, pads, rock outfalls, etc. New weirs shall be made from 72-inch pipe and shall be connected to the existing outfall pipes. The weir framing supports shall be hot dipped galvanized. Seepage collars shall be included on any new outfall pipes. The work also includes the cleaning and painting of rusted areas and repair of damaged bituminous coating. The Contractor shall provide calculations and shop drawings for all structural details for the required work to be approved by the COR. Impacts to wetlands will be avoided.

Each existing weir is composed of four basic components: the spillway, concrete foundation (some include timber piles), outfall pipe (some include seepage collars), and catwalk. Each existing spillway is also composed of four basic components: the riser structure with grating, ladders, stoplogs, and pipe stub. See Attachment 1 to Section 00800 for a table that contains a data summary for each weir (in Savannah Harbor). Data for Andrew Island weirs is located on plate X-15.

3.9.1 Removal of Existing Weirs

The existing riser structure, pipe stub, and grating shall be removed. The existing weir structures become the property of the Contractor at the time of removal and shall be properly disposed of at a location off the work site. The outfall pipe beyond the outside toe of the dike shall be removed in its entirety. The foundation of outfall pipe beyond the outside toe of the dike will be removed down to the elevation of the adjacent marsh soil.

3.9.2 Fabrication

3.9.2.1 Steel

For the steel materials, all fabrication, including but not limited to bolt holes, welding, etc., shall be completed prior to bituminous coating except as elsewhere required or specified for piping materials and shall be completed prior to installation of the constructed spillway.

3.9.2.2 Stoplogs

The Contractor shall provide weir stoplogs to fit each weir. Payment for weir stoplogs will be per linear foot of material. Labor will be paid per hour for placing and removing weir stoplogs. Nominal dimensions of each stoplog shall be 4-inch x 4-inch x 3 feet with ends beveled to 2 inches on one face, but actual dimensions must be determined in the field by the Contractor.

3.9.2.3 Pipe Stub

The pipe stub shall be fabricated as depicted on the drawings and in accordance with paragraph MATERIALS of these specifications. The joint between the pipe stub and the riser structure shall be contoured as best as is possible with normal fabrication practices and its water-tightness ensured by application of a 1/4 inch asphalt mastic coating (coating system F), 1 inch to each side of centerline of the joint.

3.9.2.4 Pipe Joints

Corrugated metal pipe joints shall be watertight and kept free from dirt and other foreign materials so that corrugation fits snugly.

The corrugated metal pipe shall be connected to the plastic outfall pipe with flange assembly in accordance with paragraph MATERIALS of these specifications and shown on Plate D-6, "Pipe Joint Details." The flange for the corrugated metal pipe shall be welded to the metal pipe and water-tightness shall be ensured by application of a 1/4 inch asphalt mastic coating (coating system F), 1 inch wide, as described in FS WW-P-405.

All plastic outfall pipe connections shall be joined or fused in accordance with the manufacturer's recommendations such that a solid continuous plastic pipe free from leaks, cracks, and other deficiencies is produced.

3.9.2.5 Flange Faces

The flange faces to be joined shall be properly aligned. Before bolting the flanges together, a gasket shall be installed. The bolts shall be drawn up evenly to form a watertight connection. Under no circumstances should the bolts be used to pull the two pipes together to overcome a gap or misalignment. Bolted joints shall be left exposed for 24 hours and then re-tightened before being covered.

3.9.3 Site Installation

a. The Contractor shall have sole responsibility for the safe installation of the weirs and catwalks in their proper location.

b. Riser joints shall be watertight and kept free from dirt and other foreign materials.

c. The Contractor shall provide necessary temporary drainage.

d. Structures shall be installed in accordance with the specifications and in conformance with details shown on the plans or as directed by the Contracting Officer. Before pipe and pipe-arches are installed, the foundation material shall be camber shaped as shown on the plans.

3.9.3.1 Outfall Pipes

a. To minimize contraction and expansion due to temperature, the outfall pipe shall be installed in the trench and allowed to stand uncovered for 24 hours. Then the trench may be backfilled or partially backfilled with a minimum of 6-foot of cover. If the pipe contracts so that the flange faces are not properly aligned, the outfall pipe shall be uncovered, repositioned and partially backfilled immediately. Again, the pipe will be allowed to stand 24 hours before connection to the weir stub and final backfill.

b. Amount of bedding material and geotextile fabric beneath the pipe foundation should be determined on site based on existing soil conditions. Sufficient bedding material should be placed to prevent excessive pipe settlement and loss of positive pipe slope. Should pipe settlement occur, the Contractor shall re-excavate the pipe, add additional bedding material, and re-install pipe with camber.

c. Before any traffic over an outfall pipe is allowed, the Contractor shall provide an adequate depth and width of compacted backfill to protect the

structure from damage or displacement. Any damage or displacement that may occur after installing and backfilling due to traffic or erosion shall be repaired or corrected at the Contractor's expense. The Contractor shall remove any debris or silt that constricts the flow through a pipe as often as necessary to maintain drainage throughout the life of the Contract. All pipes and pipe-arch culverts shall be cleaned before the work is accepted.

3.9.4 Weir and Catwalk Maintenance

3.9.4.1 Joists

Joists shall be handled in a manner to avoid damage. Damaged joists shall be removed from the site, except when field repair is approved and such repairs are satisfactorily made in accordance with the manufacturer's recommendations. Joists shall be accurately set, and end anchorage shall be in accordance with the standard specification under which the joists were produced. Joists bridging and anchoring shall be secured in place before the applications of any construction loads. Any temporary loads shall be distributed so that the carry capacity of any joist is not exceeded. Loads shall not be applied to bridging during construction or in the completed work. Abraded, corroded, and field welded areas shall be cleaned and touched up with the same type of paint used in the shop painting.

3.9.4.2 Metals

The Contractor shall clean areas on metal weirs and catwalks of rust to bright metal. The Contractor shall repair all damage to the galvanized coatings with a zinc-rich paint in accordance with ASTM A 760/760M. If areas have rusted completely through, they shall be welded or patched as necessary to ensure watertightness and structural integrity. The Contractor shall repair all damage to the bituminous coating with a cold-applied asphalt mastic material in accordance with ASTM A 849.

3.9.4.3 Weir Boards

Remove broken weir boards and provide new weir boards. Sufficient boards shall be provided to have a stoplog height that is 1 foot above the highest existing ground near the weir.

3.9.5 Acceptance

An inspection of the weir installation and catwalks will be performed by the Contracting Officer's Representative before acceptance of the weirs. The Contractor shall provide the COR with an as-built survey verifying weir elevations and Georgia State plane X and Y coordinates. The weir will not be accepted and paid for until the survey is provided.

3.10 WELDING

Welding, welding inspection, and corrective welding shall be performed in accordance with AWS D1.1/D1.1M.

3.11 SUMPS

The Contractor shall be required to dig sumps at the face of the weirs. The sump shall measure 10 feet X 10 feet X 6 feet. Weir locations are shown on Plates X-3 through X-13. Sumps shall not be deeper than bottom of weir flow line. The Contractor shall not damage underdrains. If the

Contractor damages underdrains, he shall repair them at his expense.

3.12 BURNING

The Contractor shall be required to perform burning of vegetation inside the confined disposal area(s). The Contractor shall be responsible for any damage to life and/or property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall be responsible for coordinating burning operations and for obtaining any and all permits for burning as may be required by Federal, State, and local government agencies prior to commencement of burning operations.

3.13 MINIMUM PLANT

The Contractor shall provide all necessary equipment, labor, materials, supplies, tools, etc., required to perform the work specified in each task order awarded under this Contract. All equipment shall be in good operating condition and must conform to the requirements of EM 385-1-1. The Contractor shall determine the appropriate mowing application to accomplish task. The Contractor shall also be required to provide trained and experienced personnel capable of safely and efficiently operating all equipment and tools. In the event any operator is found, in the opinion of the Contracting Officer, to be inefficient in performance of the duties assigned, the Contracting Officer may suspend operation of the equipment until sufficiently trained personnel are provided.

3.13.1 Excavators and Dozers

The excavators and dozers shall be suitable for soft ground construction. Equipment shall either be factory built low ground pressure equipment or shall be provided with suitable mats.

a. Excavator: The Contractor shall provide an excavator with a thumb attachment and a heavy duty tree cutter. The excavator shall have a minimum 1.5 cubic yard bucket and a minimum of 175 Hp.

b. Long-Reach Excavator: The Contractor shall provide a long-reach excavator with a minimum boom length of 50 feet. The long-reach excavator shall be suitable for operation and movement on soft ground. The excavator shall include a minimum 0.5 cubic yard bucket with a minimum 6-foot wide root rake attachments and a minimum 0.5 cubic yard ditching bucket.

c. Amphibious Excavator: The Contractor shall provide a self propelled amphibious excavator (also known as a Marsh Buggy with Excavator) with an operator. The amphibious excavator shall have a minimum boom length of 50 feet and a minimum bucket capacity of 1/2 yard. The unit shall be capable of operating on extremely wet and soft ground within the dredged material disposal areas.

d. Dozer: The Contractor shall provide a D-5 or equivalent bulldozer. The bulldozer shall have a six-way blade. The dozer shall also have a root rake for use in grubbing operations.

3.13.2 Mowers

The Contractor shall furnish a tractor with a minimum of 65 Hp to a maximum of 80 Hp with mower machines. The tractor must have rollover protection. The mowers shall be capable of being operated as a boom mower and a mowing

machine pulled behind the tractor and a stout bush hog.

3.13.3 Front-end Loader/Backhoe

The Contractor shall provide a wheel-mounted rubber-tired front-end loader with a minimum 24-inch backhoe bucket and a minimum 2 cubic yard loader bucket.

3.13.4 Dump Truck

The Contractor shall provide a 12 cubic yard highway dump truck capable of operating on unimproved dirt roads.

3.13.5 Motor Grader

The Contractor shall provide a motor grader with a minimum of 150 Hp and a blade reach of 83 inches.

3.13.6 Self-Loading Pan

The Contractor shall provide a 15 cubic yard self loading pan. The pan shall be pulled by a tractor with a minimum of 420 Hp.

3.13.7 Tree Cutter

The Contractor shall provide a stout bush hog capable of cutting trees a maximum of 6 inches in diameter.

3.13.8 Welding Machine

The Contractor shall provide burning and welding equipment and supplies necessary for the repair and installation of weirs, catwalk, and metal pipe.

3.13.9 Miscellaneous Tools

The Contractor shall provide miscellaneous tools and hand-held equipment that will be required to perform the work. Tools and hand-held equipment includes, but is not limited to shovels, rakes, gasoline powered weed-eaters, chainsaws, axes, bush hooks, machetes, power hand tamps, etc.

3.13.10 Pontoon Rotary Ditcher with Winch Truck

The ditching machine shall be suitable for work on soft ground and capable of making ditches with a minimum bottom width of approximately 14 inches. The winch truck shall have sufficient cable and power to pull the rotary ditcher in the event it bogs down in the disposal area and cannot be removed under its own power.

3.13.11 Tractor/Disc Harrow

Tractor shall be of sufficient horsepower (minimum of 115 HP) to pull harrows with a minimum cutting width of 16 feet and a minimum spacing between blades of 9 inches.

-- End of Section --

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SECTION 02330

EMBANKMENTS

PART 1 GENERAL

1.1 SUMMARY

The work covered by this section consists of providing all plant, labor, and materials and performing all operations in connection with foundation preparation and earthwork construction for the raising of dike embankments; counterweight construction; modification of access ramps; required earthwork at all weir locations; general fill; and other incidental earthwork as shown on the drawings, as described in these specifications, and as directed by the Contracting Officer.

1.2 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM D 1557	(1991; R 2002e1) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.3 MEASUREMENT

1.3.1 General

*1

All dike, ramp, embankments, and other earthworks constructed will be ~~measured in place as the volume between the initial cross section surveys performed following the required clearing and/or stripping and~~determined acceptable by the final cross section surveys of the accepted embankment. Both the original and final cross-section surveys will be performed by the Government.~~ in accordance with paragraph Surveying. The measurement will have the following limitations:~~

~~a. No measurement will be made of any additional material placed above and/or outside of the design template permitted for lines, grades and slopes.~~

~~b. Measurement of the quantity of dike embankment material which displaces soft, wet dredged spoil materials adjacent to the inside toe of the existing dikes shall be made by measurement of the displaced material created beyond the dike toe as determined from the original and final cross section surveys.~~

1.4 PAYMENT

1.4.1 Dike, Weir, Bird Island and Ramp Embankments

*1

~~Embankment fill placed as required within the design cross section, measured as specified herein, will be made at the contract unit price per cubic yard for "Embankments, Complete."~~ Payment for embankment fill placed as required within the design cross section will be established during Task Order negotiations. Such payment shall cover the cost of all plant, labor, miscellaneous materials, clearing, stripping, borrow excavations, Contractor surveys, tests, other items of work as specified, and all other incidentals for placement of the embankments.

1.4.2 Tolerance

No payment will be made for material placed above and/or outside of the design template permitted for lines, grades and slopes.

1.5 DEFINITIONS

1.5.1 Satisfactory Materials

Satisfactory materials for new dike foundation, embankment construction, bird islands, ramp construction, and fill and backfill at drainage structures shall be limited to materials obtained from designated borrow sources.

1.5.2 Unsatisfactory Materials

a. Unsatisfactory materials shall be limited to materials classified in ASTM D 2487 as PT.

b. Materials determined by the Contracting Officer as too wet or too soft to provide a stable subgrade, foundation, fill, or backfill will be classified as unsatisfactory. However, if it is possible to condition such materials to provide a stable subgrade, foundation, fill, or backfill, the Contractor shall at no additional cost to the Government, recondition the materials. Stones, cobble or rock fragments over 6 inches in any dimension; all debris; and all pure vegetative matter are considered unsatisfactory for use as fill material for dike, ramp, and weir construction.

*1

1.5.3 ~~Degree of Compaction~~Deleted

~~Degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 abbreviated as a percent of laboratory maximum density.~~

1.6 SUBMITTALS

*1

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

SD-01 Preconstruction Submittals

Work Plan; G, DO

Provide a detailed plan of how the required work will be accomplished. The plan shall include, but not be limited to, a list of equipment, and order and sequence of work. The work plan shall be submitted before starting work.

~~SD-06 Test Reports~~

~~Moisture Content Tests; Particle Size Tests; Atterberg Limits Tests; Density Tests; Compaction Tests~~

~~Within 24 hours of conclusion of physical tests, three copies of test results.~~

~~SD-07 Certificates~~

~~Testing~~

~~Qualifications of the commercial testing laboratory or Contractor's testing facilities.~~

~~Surveys; G, AO~~
~~Utilization of Excavated Materials~~
~~Opening of any Excavation or Borrow Area~~

~~Provide all original field notes, computations and records. Indicate procedures and location for disposal of unused satisfactory material. Notification of encountering rock or debris in the project. Advance notice on the opening of excavation or borrow areas.~~

1.7 DELIVERY, STORAGE AND HANDLING

Perform in a manner to prevent contamination or segregation of materials.

1.8 CRITERIA FOR ESTABLISHING PRICE
*1
Base bids on the following criteria:

a. Surface elevations may vary from indicated.

b. No pipes or other man-made obstructions, except those indicated, will be encountered.

c. The ground water elevations are known to vary dramatically depending on location and weather conditions. The Contractor shall determine ground water levels, establish and maintain dewatering as necessary to perform the work, and furnish records of ground water levels to the COR during the first week of each month.

d. Suitable backfill and fill material in the quantities required are available from the designated Dredge Material Containment Area(s).

e. The ~~Contractor~~Government shall establish ~~the dike and access ramp alignments to third order survey requirements~~all required alignments for both the original and final cross section survey measurements.

f. Original and Final cross-sections of the dike embankment and access ramps shall be performed by the Government~~ in accordance with paragraph "Surveying."~~.

g. Contractor shall be aware that the contract design template and extent thereof represents the cubic yard volume of the finished work and in no way represents the loose or haul volume of fill material required to be obtained and transported from borrow areas.

h. Payment for earthwork and/or embankment construction ~~items~~ shall be based on ~~an appropriate unit price complete or~~a lump sump price complete as negotiated. Such payment shall cover the cost of all plant and equipment, labor, miscellaneous materials, gauges, Contractor surveys, temporary access, clearing, stripping, borrow excavations, foundation preparations, hauling, pumping, erosion control measures, tests, other items of work as specified, and all other incidentals necessary to satisfactorily complete the required work.

~~i. No measurement will be made of any additional material placed above and/or outside of the positive tolerances permitted for lines, grades and slopes. Where material exists above and/or outside of the specified positive tolerances, the measurement will be limited to the positive tolerances.~~

~~j. No additional payment will be made for dike and ramp embankment material which displaces soft, wet dredged spoil materials beyond that made for the quantity of material measured in the displaced material or "mud wave(s)" as determined from the original and final cross sections.~~

1.9 SITE CONDITIONS

Borrow materials consist of silts, clays, and sands containing organics and generally exist in a soft wet condition. Ditching and dewatering is essential to aid in the drying of surface materials into a 'crust' like condition that can be harvested and utilized for embankment construction. Water levels are known to vary depending on location and materials present. In most cases, this level will be at or near the elevation(s) of adjacent ditch bottoms. The Contractor shall excavate a minimum of ten test pits spaced evenly throughout the borrow area and away from underdrain locations for the purpose of measuring water levels. Water levels shall be recorded using test pit locations in GA State Plane Coordinates with MLW notation for each and furnish records to the Contracting Officer's Representative (COR) on the same day reading(s) are obtained. Ditches (temporary and permanent) shall be placed, deepened, and maintained to provide positive drainage toward the nearest weir location. Where appropriate, caution shall be exercised to avoid damage to existing underdrains installed within any borrow area. Where haul roads must cross ditches, the Contractor shall install pipe or culverts to maintain continuous drainage. Water collected near weirs shall be continually discharged at weir locations using siphons, pumps, gravity or other COR approved means.

1.10 UTILIZATION OF EXCAVATED MATERIALS

Unsatisfactory materials removed from excavations shall be disposed of in designated waste disposal or spoil areas. Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding (as backfill), and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization. Satisfactory material authorized to be wasted shall be disposed of in designated areas approved for surplus material storage or designated waste areas as directed. Newly designated waste areas on Government-controlled land shall be cleared and grubbed

before disposal of waste material thereon. Coarse rock from excavations shall be stockpiled and used for constructing slopes or embankments adjacent to streams, or sides and bottoms of channels and for protecting against erosion. No excavated material shall be disposed of to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

1.11 BLASTING

Blasting is not permitted.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL

Embankments and fills shall be constructed at the locations and to lines and grades indicated. The completed fill shall conform to the shape of the typical sections indicated or shall meet the requirements of the particular case. Fill shall be suitable satisfactory material and shall be reasonably free from roots, vegetation, and trash. The Contractor shall compact each layer requiring compaction before the next or overlaying lift is placed thereon. All dike embankments, bird islands, counterweights, access ramps, repair of existing erosion areas and other earthwork specified shall be constructed by mechanical means using conventional equipment as described herein. All portions of the fill shall be constructed of either "semicompacted" materials meeting the requirements herein or "compacted" material meeting the requirements of Paragraph "UNDERDRAIN SYSTEM". Access ramps and counterweights shall be constructed of satisfactory "semicompacted" fill meeting the requirements addressed herein. The Contractor shall obtain borrow materials from available sources as directed or as shown on the drawings.

3.1.1 Dike Areas Requiring Modified Compaction Effort

The dike embankment and all other earth fill specified for placement between the new weir station location(s), plus and minus 50 feet, shall consist of satisfactory compacted material obtained from the borrow area shown on the drawings. Compaction effort for placed materials within the dike station limits listed below shall be as specified in paragraph FILL OR BACKFILL AROUND DRAINAGE STRUCTURES of this section.

3.1.2 Moisture Content

Satisfactory materials to be compacted shall be at the moisture content that will readily facilitate effective compaction without causing heaving, quaking, rutting, cracking, shearing, pumping or excessive deformation of the fill under the action of the equipment. All ruts or other deformations formed shall be broken up, leveled and recompacted. Materials that are too wet shall be disced, plowed, bladed, or otherwise manipulated to reduce the moisture content to the desired level. Materials that are too dry shall be thoroughly broken up, sprinkled and thoroughly mixed to bring the moisture content up to the desired level.

3.1.3 Rock in Embankment Fill

Boulders, cobbles, and rock fragments from the borrow area having a maximum dimension greater than three-quarters of the loose lift thickness placed or any dimension greater than 6 inches shall not be placed in the embankment fill. The Contractor shall ensure that within each layer of fill the rock materials are randomly dispersed throughout each layer and are not concentrated in pockets or clusters. If pockets or clusters of rock occur during dumping and spreading, the Contractor shall work the material to disperse the rocks throughout the layer. Rock, boulders or cobble having a maximum dimension greater than 6 inches shall not be used in any fill, but shall be wasted within the limits of the borrow area. The Contractor shall conduct fill placement operations to ensure that all spaces or voids between rock materials that are placed in the embankment are completely filled with finer material.

3.1.4 Slides

If a slide occurs on any part of the embankment during its construction or after its completion, but before its acceptance, the Contractor shall cut out and remove the slide from the embankment. The Contractor shall then rebuild that portion of the embankment or, as an alternative shall construct a stability counterweight of such dimensions and placed in such manner as the Contracting Officer shall prescribe. In case the slide is caused through fault of the Contractor, the foregoing operations shall be performed without cost to the Government. In case the slide is due to no fault of the Contractor, an equitable adjustment will be made to the contract along with any payment due the Contractor for materials previously placed. The cause and fault of the slide and the method of slide correction will be determined by the Contracting Officer.

3.2 BORROW MATERIALS

3.2.1 Borrow Sources and Limitations

a. All sources of borrow shall be cleared of vegetation before removal of material for embankment construction.

b. Materials within the borrow areas may appear to be dry and "crusted" at the surface, but wet conditions will exist below the "crusted" material. The predominant material within the borrow areas is classified in ASTM D 2487 as OH.

c. Material for the dike embankment shall be obtained from areas selected by the Contracting Officer. Materials shall not be borrowed or obtained within a distance of 60 feet measured perpendicular to any existing or proposed toe of dike(s), toe of berm/counterweight(s) or bird island foundations.

d. Wet subsurface materials may be dried or "crusted". Ditches shall be excavated within the borrow area to facilitate drying of wet material. The Contractor shall conduct his ditching and excavation operations such that only materials sufficiently dry enough to support construction equipment are used in the embankment. Materials too wet for embankment construction shall be allowed to dry or "crust" sufficiently to be used.

e. Soils from previously excavated ditches within the area may also be used as embankment material.

f. Soils shall be excavated so as to not pond water.

g. The recommended method for harvesting embankment material is to remove thin (6 inches or less) lifts over the entire area. This has been successfully accomplished using small bulldozers or lightweight tractors and boxblades to create windrows and the use of small (12 cubic yards maximum capacity) self-loading pans to transport the material from the windrows to the location of the proposed dike. In some areas, the material is capable of being loaded in pans directly without windrowing. This method of obtaining borrow does not favor the use of trucks.

h. The Contractor is encouraged to employ any method of choice that results in an effective and continuous harvesting operation.

i. Ditches, either existing or new, shall be kept clear during excavation so as not to inhibit drainage. Drainage pipes shall be installed in ditches where temporary access crossings are needed. Temporary ditches excavated by the Contractor may remain in place unless otherwise directed.

j. After borrow/harvesting operations have been completed and interior access is required, temporary ditches shall be backfilled to the extent required by the COR. Temporary pipes and culverts installed during borrow operations shall be removed and disposed of off-site at no additional cost to the Government.

k. Upon completion of the borrow operation, the Contractor shall provide that the floor of the disposal area effectively drains toward the weirs.

l. Borrow sources may be utilized by more than one contractor at any time. The Contractor is expected to coordinate borrow area use with others as necessary for the orderly and timely completion of all projects. In the event contractors cannot agree on shared borrow area usage, the Contracting Officer will intercede and set forth acceptable limits for each. Limits so set shall remain in force for the duration of this Contract.

3.2.2 Borrow for Top Out Layer and Established Haul Road Surfaces

a. Materials for the top 12 inches shall consist of a mixture of sand (12 percent or less passing the No. 200 Sieve) and silt (90 percent or more passing the No. 200 Sieve) in the proportion of approximately 75 percent sand and 25 percent silt. Any mixing necessary to produce this blend may take place in the borrow area, or mixed in place after placement.

b. The top out material may be obtained from the existing area dikes being raised (provided the material meets the gradation requirements) and is replaced with material suitable for embankment. If the Contractor elects to use materials from the existing dikes for this purpose, the depth of excavation at any given point shall be limited to a maximum depth of 12 inches.

c. Material for roadway maintenance shall be obtained where directed by the COR, then placed and compacted to meet the same requirements for adjacent satisfactory roadway surfaces.

3.3 SEQUENCE OF CONSTRUCTION

The construction sequence events described below are to be wholly considered by the Contractor as may be appropriate to the task requested. The Contractor shall prepare its planned sequence of construction for

submittal with its Work Plan for Government review no later than 10 days after receiving the Notice to Proceed. Government review of the Contractors Sequence of Construction does not constitute approval nor does it relieve the Contractor from including all significant aspects of the work to be performed. The Contractor is expected to execute as many operations as space and resources permit to expedite completion of the assigned work.

a. Provide and maintain silt fences for control of surface erosion. Erosion controls must be in place before any construction operations are started.

b. Clear foundations for raising of the dike embankments, the modification of the access ramps, borrow areas, bird island sites, and/or the installation of weirs, platforms and catwalks.

c. Locate and flag all survey markers, instruments, air hoses, settlement devices, piezometers, underdrain pipes, valves, culverts or other important hardware items as shown on the drawings or otherwise encountered in the field. The Contractor shall not disturb any permanent markers or structures unless such disturbance is specifically a part of the project.

d. Clear foundation and all eroded areas on existing embankment. Remove and replace, displace by surcharging, or bridge soft foundation materials to the extent required to provide a stable foundation subgrade for construction thereon. Place and compact satisfactory material in layers to restore foundation and/or embankment to original lines and grades.

e. Excavate sumps as necessary at the weir to facilitate dewatering for construction.

f. Construct counterweights, embankments, access ramps, bird islands, and fills using satisfactory material compacted as specified herein.

g. Install new hardware; i.e. weir(s), catwalk(s), etc.

h. Complete final dressing of all contract areas. Cleanup and final dressing of all erosion materials (i.e. soil materials and debris collected adjacent to silt fencing, hay bales, etc.).

i. Complete grassing operations as specified.

3.4 FOUNDATION PREPARATION

3.4.1 Clearing

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface. The use of equipment that leaves stumps or woody projections remaining above the adjacent ground surface will not be permitted. Small grasses and reeds shall not be cleared. The Contractor shall conduct clearing operations to prevent damage to existing structures and/or to structures under construction.

The Contractor shall clear areas as required to (1) borrow material for embankment, roadways, dike and ramp construction; (2) clear the entire area

beneath all new embankments, counterweights, new dike foundations, and new access ramps as required; (3) clear new weir locations to a distance of 20 feet beyond the limits of the structure and; (4) clear portions of the remainder of the disposal area within the interior toe of the dike as directed by the Contracting Officer. Material remaining above the surface may be tilled below the surface to a minimum depth of 6 inches.

3.4.2 Disposal of Materials

The Contractor shall burn all cut timber, stumps, roots, down timber, dead timber, branches, brush, and other combustible material obtained from clearing operations within the disposal area, or remove the material from Government property without additional cost to the Government. All arrangements and costs for use of the local county landfill facilities or other disposal facilities shall be total responsibility of the Contractor. All debris from burning within the dredge disposal area shall be covered with a minimum of 2 feet of uncompacted fill. The Contractor shall obtain any and all required burning permit(s) before beginning any burning operations. The Contractor shall be responsible for compliance with all Federal, State, and local laws and regulations and for reasonable practice relative to the burning of fires. In addition, the Contractor shall comply with all other burning requirements in this Contract. The Contractor shall keep all fires under 24-hour surveillance by at least one person equipped with fire fighting and communication equipment, as approved by the Contracting Officer. The Government assumes no responsibility for the protection or safekeeping of any materials retained by the Contractor. The Contractor shall not dump or place material obtained from clearing operations in any stream, river, marsh, or navigable waterway of the United States. All liability of any nature resulting from the disposal of the cleared material shall become the responsibility of the Contractor.

The Contractor shall dispose of any and/or all hazardous debris off Government property at no additional cost to the Government.

All other materials removed during the clearing operations which are not combustible shall be disposed of within the Contractor's debris disposal area as designated by the Contracting Officer and shall be covered with a minimum of 2 feet of uncompacted fill or removed from Government property at no additional cost to the Government.

3.4.3 Stripping and Excavation

3.4.3.1 Stripping

a. Embankment and Ramp Foundations

The subgrade of the proposed dike embankment shall be cleared and free of stumps, logs, and any other debris. Grasses and grass roots shall be short, but may be left in place without stripping.

b. Borrow Area

Stripping shall be accomplished within the specified borrow areas only to the extent necessary to provide suitable fill material essentially free of trash, peat and vegetative matter and/or other unacceptable debris. Locations within the borrow area from which material will not be borrowed shall not be stripped.

c. Disposition of Stripped Material

Stripped material shall be disposed of in the same manner and in the same location as specified paragraph Disposal of Materials, unless otherwise allowed.

3.4.3.2 Excavation

a. General

Excavation shall consist of removal of material from the borrow areas to obtain fill and/or backfill, the removal of material from drainage ditches in order to dewater the borrow areas and to remove ponded water from all contract areas specified for construction thereon; the removal of materials necessary for providing or modifying structures; the removal of material for Construction of underdrain network and outlets, perimeter drainage ditches if required; the removal of material for construction of drainage sumps in front of weir(s); the removal of material to clear foundation of all existing eroded areas or any other removal of material as required by the provisions of this section.

b. Borrow Areas

The borrow material required for fill and/or backfill shall be obtained from the designated borrow area locations shown on the contract drawings. The borrow materials available within the specified borrow areas are the result of previous dredging operations and consist predominantly of soft silty soils interbedded with sand lenses and overlying marsh deposits. Rock and/or debris materials are not expected to be encountered in any significant concentration. Where indicated, maximum depths and/or elevations referenced to mean low water (mlw) are given within the borrow area to prevent damage to underdrain systems. No excavation will be allowed within certain areas where defined and shown on the drawings. All borrow area side slopes shall not be steeper than 1 vertical on 3 horizontal, regardless of location. Suitable materials shall be used as required for fill in dike embankments. High plasticity materials which are too wet and soft to operate equipment are not satisfactory for use in embankment construction. Only suitable satisfactory materials shall be used for fill in dike and/or ramp embankments. Unsatisfactory materials shall be wasted elsewhere in the area such that the materials are placed relatively flat or gently sloped to drain toward an existing weir location. The base of borrow areas shall be left relatively flat or gently sloped to drain toward existing weir location(s). During excavation of borrow material, the Contractor shall provide temporary ditching, sumping, pumping, siphons or other satisfactory dewatering procedure, so that borrow areas are drained of ground water and surface runoff, and the excavation is accomplished in the dry. Excavation will not be permitted in water nor shall any excavated material be scraped, dragged, or otherwise moved through water.

c. Excavation for Ditches and/or Placement of Drainage Pipes

Dredged maintenance materials previously placed within the disposal area are generally expected to be in a wet, soft condition. Temporary ditches shall be used to move ponded surface water and ground water toward the nearest weir location(s). Temporary ditches shall not be constructed within 60 feet inside of proposed dike and/or counterweight foundations, except as necessary to connect to weirs. Other excavations for placement of permanent drainage pipe shall be at locations shown on the drawings. The Contractor shall refer to paragraph Dewatering for additional dewatering requirements. Excavated materials shall be either (1) placed in such a manner as to allow

any interior ponded water free access to drainage ditches and shaped to drain or (2) if satisfactory, used as new embankment construction material. In no case shall excavated ditch materials be randomly placed on, about or randomly distributed around any dike embankments or ramp areas(s).

d. Excavation for Modification of Structures

The Contractor shall excavate material only as necessary to facilitate the modification of specified structures. The Contractor shall perform all excavation work required at or near outfall pipes and weir foundations using appropriate methods, practices and equipment necessary to prevent damaging of existing pipes or structures. After each modification has been completed, the Contractor shall backfill and compact excavated embankment areas in accordance with the appropriate paragraphs of these specifications. All remaining depressions on the existing dike shall be backfilled with satisfactory material and compacted. Prior to new embankment construction, all erosion areas adjacent to existing weir locations shall be restored to original grade and/or slopes.

e. Excavation of Existing Erosion Features

The Contractor shall excavate material only as necessary to provide a stable foundation for the placement of satisfactory borrow material in all existing eroded areas. The excavation for each erosion feature shall be stepped or benched to facilitate the placement of backfill materials in horizontal layers that can be readily compacted and shaped to original lines and grades.

f. Excessive Soil Moisture

If at any location in the borrow areas for embankment materials, before or during excavation operations, there is excessive moisture, steps shall be taken to reduce the moisture by selective excavation to obtain the drier material; by excavating to mix drier materials with the wet materials; by excavating and placing material containing excessive moisture in temporary stockpiles; by excavating drainage ditches; by allowing adequate additional time for curing and drying; by manipulating with harrows, scarifiers, or other approved suitable equipment; or by any other approved means.

g. Cost Consideration

The Contractor shall not be entitled to any additional allowance above the unit price(s) bid due to the requirement for excavation of any drainage or ditches; for allowing additional time for curing and drying; for stockpiling and rehandling excavated materials which have been deposited temporarily in stockpiles; for delays or increased costs due to stockpiling; for poor trafficability on any borrow area site, the haul roads, or the embankment; for separating and segregating materials according to suitability; for reduced efficiency of the equipment selected for use by the Contractor; or due to any other operations or difficulties caused by overly wet materials. No additional allowance above the unit price bid(s) will be made because of variation in the proportion between wet and dry materials which are required to be excavated in order to obtain suitable materials. The Contractor shall consider and include all such costs into the bid price for the appropriate bid item.

3.4.4 Drainage

Prior to and during placement of fill material, ditching, sumping and

pumping, or other approved means shall be used, as necessary, to keep all foundation surfaces effectively drained. Surface water shall be directed away from excavation and construction sites in a manner to prevent erosion and undermining of foundations. Diversion ditches, dikes, and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the area of the site and the area immediately surrounding the site and affecting the operations at the site will be continually and effectively drained. Water shall not be permitted to accumulate in excavation areas and/or any foundation areas supporting dikes, bird islands, and ramp construction. Any accumulation of water in any part of excavation, fill and/or backfill areas shall be immediately removed by pumping or other satisfactory methods to prevent softening of the dike foundations, undercutting of weir foundations, the saturation of satisfactory borrow materials, or other actions detrimental to achieving specified requirements. Where the softening of any foundation does occur, such softened areas shall be reconditioned and compacted in accordance with the appropriate paragraph, FILL OR BACKFILL AROUND DRAINAGE STRUCTURES, and/or SEMICOMPACTED FILL.

3.4.5 Dewatering

Where ground water is encountered, the Contractor shall dewater by ditching, sumping and pumping or other approved methods such that all excavations and construction operations are performed in the dry. The Contractor shall control all surface water and ground water flowing toward or into excavations to prevent sloughing of excavation slopes and walls; boils; uplift and/or heave in the excavation; and to eliminate interference with the orderly progress of construction. Unless otherwise directed, the Contractor shall accomplish the discharge of water through existing weirs.

3.4.6 Shoring

The Contractor shall provide shoring, bracing and/or sheet piling as necessary to protect workmen, embankments, structures, pipes, adjacent road surfaces, and instrumentation devices. Shoring shall meet the requirements specified in the U.S. Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1 dated November 2003 or later. After the work below grade is completed, the Contractor shall remove all shoring, bracing, and sheeting in a manner designed to prevent caving as excavations are backfilled.

3.5 UNDERDRAIN SYSTEM

Systems of underdrain pipes have been installed within selected areas as shown on the work plans. Care shall be taken when working in areas where underdrain pipes and/or other associated drainage devices have been installed. The Contractor at no additional cost to the Government shall repair any damage(s) to the underdrain system. It is recommended that the Contractor flag pipe locations prior to excavation operations.

3.6 SEMICOMPACTED FILL

3.6.1 General Requirements

Materials shall be placed with hauling and spreading equipment in layers. All layers shall not be more than 12 inches in loose lift thickness except as specified in paragraphs Initial Lift of Fill on Dredged Material Foundation and/or FILL AND BACKFILL AROUND DRAINAGE STRUCTURES. Layers

shall begin full out to the slope stakes and be carried substantially horizontal with sufficient crown or slope to provide satisfactory drainage during construction. The Contractor shall adequately scarify the surfaces of any dike embankment, access ramp and/or other surfaces of any compacted layer too smooth to bond properly with the succeeding layer before the succeeding layer is placed thereon.

3.6.2 Compaction

Compaction will be by the traffic of hauling and spreading equipment. After spreading of material, each layer of embankment and ramp shall receive full coverage at least once by either the spreading equipment or fully loaded hauling equipment. "Full coverage" means that the entire surface of the lift shall be imprinted by a track or a loaded wheel. The Contractor shall direct the traffic of equipment to ensure the minimum compaction coverage is accomplished over each lift of fill or backfill placed on the job. The Contractor shall not allow equipment to track (following same set of tracks) during each compaction coverage of any lift. The Contracting Officer may redirect traffic patterns as necessary to assure uniform coverage, without additional cost to the Government. Counterweights shall be constructed in accordance with Paragraph 'Initial Lift of Fill on Dredged Material Foundation' and additional compaction shall not be attempted. Counterweights, once constructed, shall not be used by heavy wheeled equipment. Contractor shall not use existing interior counterweights for haul road.

3.6.3 Initial Lift of Fill on Dredged Material Foundation

The foundation inside the existing dikes consists partially of soft silt deposits from previous dredging contracts. The initial lift of fill on any soft foundation shall be placed as follows: Fill shall be dumped on areas of firm foundation and advanced onto the soft foundation by spreading into position by tracked vehicles such that the soft material is displaced and the dumped material forms a bridge or pad on which equipment may operate. Subsequent fill shall be placed by working off the pad of material previously placed. The initial lift shall be of the minimum thickness required to accommodate the construction equipment without rutting or pumping, but shall not exceed 2 feet in loose lift thickness unless otherwise approved by the Contracting Officer. To the extent practical, embankments shall be advanced full width across the soft foundation. The initial lift shall be compacted by the controlled routing of hauling and spreading equipment such that the entire lift receives at least one pass. The Contractor shall not use equipment heavy enough to cause rutting or pumping of placed materials. Subsequent lifts shall be placed per paragraphs SEMICOMPACTED FILL or FILL OR BACKFILL AROUND DRAINAGE STRUCTURES.

3.6.4 Fill Placement Restriction

The Contractor shall build the embankment at a rate of no more than one vertical foot of height per week. All counterweights, dikes, bird islands, and other earthworks shall be completed below the top of existing dike elevation prior to placement of any material above existing top of dike elevation. In addition, construction of dike embankment shall be sequenced so that there are no more than 2 feet difference in transverse elevation on the surface during construction, with the exception of access ramps and the repair and/or restoration of existing erosion areas.

3.6.5 Special Conditions

During embankment construction, material incidentally placed outside the prescribed slopes may be used for the purpose of raising the dike embankment. No material shall be excavated for embankment or ramp construction within 60 feet of the toe of the proposed embankment and counterweights or of existing structures unless otherwise shown on the drawings. The Contractor may use existing dikes or roads as haul roads; or, at no additional cost to the Government, construct and ultimately remove additional haul roads. Additional haul roads shall be constructed in a manner that will not interfere with drainage from inside the containment area. Prior to or upon completion of the project, the Contractor shall remove any haul roads constructed within the containment area. All existing dikes and roads used as haul roads shall be maintained by the Contractor to the same elevation, typical section and general condition that existed when the work began. Damage to roads, dikes, ramps or other areas as a result of hauling or other operations shall be repaired by the Contractor at no additional cost to the Government. The Government is not responsible for lost time in hauling operations due to Contractors negligence in maintaining roads in a passable condition.

3.7 FILL OR BACKFILL AROUND DRAINAGE STRUCTURES

3.7.1 General

Satisfactory material as specified herein shall be used for fill or backfill near all drainage structures, weirs and specified embankments in the vicinity of weir structures. The Contractor shall place and thoroughly compact all satisfactory materials to the limits specified herein and as shown on the drawings. Where compaction limits are not specified herein or on the drawings, all placed earth materials shall be placed and thoroughly compacted within 50 feet from the extreme limits of the structure.

3.7.2 Placing

The Contractor shall not place fill or backfill on any surface designated to receive fill until such areas have been inspected and approved. Fill or backfill shall be placed (1) within the limits shown on the plans and as specified herein or (2) as otherwise directed by the Contracting Officer. Satisfactory material shall be placed in horizontal layers not exceeding 8 inches in loose thickness where compaction is to be accomplished with heavy compaction equipment. Satisfactory material shall be placed in horizontal layers not exceeding 4 inches in loose thickness where compaction is to be accomplished by hand operated power tampers. Before compaction of the layers in 8-inch loose thickness, the Contractor shall thoroughly and uniformly blend each layer throughout its entire thickness by discing. No rock materials having a maximum dimension greater than one-half the loose lift thickness dimension shall be placed in any fill or backfill.

3.7.3 Compaction

Compaction shall be performed by hand operated power tampers or other approved equipment well suited to the soil being compacted. Fill and backfill shall be uniformly and thoroughly compacted throughout. Self-propelled mechanized equipment will not be permitted to operate within 5 feet of structure walls, pipe sides, nor within 4 feet of the pipe top. Within this restricted area, and other areas where heavy equipment cannot be used, the material shall be compacted by means of hand operated power tampers having a minimum static weight of 250 pounds. Each layer of fill

and/or backfill shall be compacted to not less than 90 percent of ASTM D 1557 laboratory maximum dry density.

3.7.4 Fill Placement Restriction

The Contractor shall build the embankment at a rate of no more than one vertical foot of height per week. In addition, construction of dike embankment shall be sequenced so that there are no more than 2 feet difference in transverse elevation on the surface during construction, with the exception of access ramps and the repair and/or restoration of existing erosion areas.

3.7.5 Special Consideration Beneath Weir Outfall Pipes

In the event weirs are replaced and weir outfall pipes are to be extended and/or placed in areas where soft foundation materials exist, special measures shall be taken to ensure stability of outfall pipes and weirs. Any materials excavated at the foundation level within 40 feet measured perpendicular to the pipe centerline in both directions shall be replaced with sandy material to original grade. Where soft foundations or original marsh deposit are present, the existing pipe and weir discharge outlets shall be temporarily plugged. Then all required fills adjacent to and above the pipe shall be placed to the full design extent (as surcharge) before the pipe is installed. After the surcharge has been in place for a minimum of 30 days, the fill shall be excavated to the extent necessary to place the outfall pipe and make connections. Foundations for weir outfall pipes shall be graded to provide a minimum camber of 12 inches for every 30 feet of HDPE pipe length to be installed. After the pipe is installed the fill shall be brought up evenly on both sides of the pipe and continued thereafter until earthwork is complete.

3.8 FINISH GRADE TOLERANCE

All dike embankments shall be constructed to the design grade and cross section shown on the drawings except as otherwise specified or directed by the Contracting Officer. A tolerance range from plus or minus three tenths of a foot measured from any point on the design template will be permitted in the final lines and grades. A tolerance range of plus or minus two tenths of a foot measured vertically will be permitted in the final lines and grades of the top of the dike embankment. The grade tolerances furnished herein are considered adequate for constructability and acceptance purposes.

3.9 DIKE MAINTENANCE

During construction, the dike shall be maintained to the contract alignment, lines and grades except as otherwise authorized by a specific contract modification negotiated under the appropriate section of the GENERAL PARAGRAPHS. Unless otherwise specified, existing dikes within the limits of construction shall be maintained in the same condition as prior to contract. The Contractor shall repair all pre-existing erosion features or depressed areas on or about the existing dike embankments with satisfactory materials to the lines and grades identified by adjacent embankment surfaces which have not been eroded. The Contractor shall accomplish erosion repairs by providing, placing, and compacting fill material in layers according to these specifications. All erosion features or depressed areas that occur on or about the new dike, counterweight, and/or ramp construction and/or the existing dike embankments during the time of this contract shall be repaired by the Contractor with satisfactory

materials to required lines and grades and compacted as specified herein. Unless otherwise specified, top of dike width is 16 feet with a 2 percent slope toward the inside of the disposal area. Unless otherwise specified, embankment side slopes are 3 horizontal on 1 vertical.

3.10 SURVEYS

3.10.1 General

a. The Government will be responsible for performing initial and final cross section surveys of all dikes, ramps, berms, and other required earthworks for the purpose of measurement work performed or finally in place for acceptance purposes.
*1
b. ~~All Contractor furnished surveying to establish alignments for original cross section surveys, final cross section surveys, and any other Contractor surveys performed for calculating quantities for payment purposes shall be accomplished by and/or under the direct supervision of a qualified South Carolina State licensed professional land surveyor. Other~~ Contractor furnished surveying for intermediate earthwork controls or other purpose may be accomplished by qualified and approved personnel at the Contractors discretion. All submittals for payment(s) shall be based on a percentage of work complete based on estimated final yardage average.
*1
c. The Contractor ~~shall be responsible for all surveying necessary to initially establish the alignment of the dike, the access ramps, establishing appropriate reference points, maintaining all established control and reference points, and~~ shall provide all other surveying necessary to accomplish the job. The Contractor provided surveying shall consist of, but not necessarily be limited to, surveys for detailed dike layout, ramp layout, establishment of slope limits, surveys for progress payments (if applicable) and/or acceptance~~, and other surveys specified hereinafter or in the technical provisions. The Contractor shall perform a topographic survey to a scale of 1 inch = 100 feet and a contour interval of 1 foot for the entire designated borrow area before performing any excavation within these borrow areas. After all excavation has been completed, the Contractor shall again perform a topographic survey of the excavated areas using the same scale and contour interval as specified above. The Contractor shall provide the horizontal and vertical control necessary to ensure the surveyed areas are accurate to one-half (0.5) foot contour interval. Contours shall be determined and shown for all inundated portions of new work areas and borrow areas~~. Elevations shall be referenced to mean low water (mlw).~~ The Contractor shall furnish a copy of the original field notes, computations and records to the Contracting Officer within three (3) consecutive working days of their completion. Unless otherwise allowed in writing, surveys for alignment of dikes, ramp, progress payments, and/or payment item surveys shall be made in the presence of the Contracting Officer or representative thereof.~~
*1
d. The Contractor shall complete all work as specified prior to the Government performing ~~either original or~~ final cross section surveys. ~~Prior to the Government performing the original cross sections, the Contractor shall perform and complete (1) all required clearing and/or stripping operations; (2) the setting of all alignments for dike raising and ramp access; (3) and the setting of all cross section stations. Prior to the Government performing final cross section surveys, each cross section shall be to the specified alignment and specified final lines and grades. In addition, the Contractor shall reset cross section stations using the original alignments and cross section locations. Cross section~~

~~stations for original and final~~Final Government surveys shall be set at 100-foot increments on even stations and at all PC's, PI's, and PT's of curves. The Contractor shall provide at least 10 working days notice to the Government before ~~original cross sections will begin; and again, another 10 days notice before~~ the final cross sections will begin. If Government surveys reveal that any sections for which final surveys have been made are not to the specified alignment or the specified lines and grades, the cost of any corrective action(s) required shall be the responsibility of the Contractor. When the area is found to be in satisfactory condition, it will be finally accepted. Should more than two surveys be necessary by the Government in an area because of deficiencies in the fill, the cost of such third and any subsequent surveys will be charged against the Contractor. The Contractor will be charged at the rate of $1,700 for topographic surveys per survey-crew day required by the Government to mobilize, perform the survey, and demobilize.

e. The Contractor shall notify the Contracting Officer of any unsuitable material encountered, the quantities of which will be verified by a Government survey. Materials unsuitable for construction of dikes and ramps may be used as cover for interior disposal site(s) except for the top 12 inches.

3.10.2 Layout and Control

The Contractor shall make all necessary surveys for layout and control of the construction work. Benchmarks (locations defined by the Government) shall be used by the Contractor to establish vertical control of the work. If the Contractor elects to establish temporary benchmarks (TBM) through the jobsite, they shall be established by a closed loop of levels run from the permanent benchmark. TBM's shall be located on fixed objects such as weirs, poles, etc., to assure reliability throughout the duration of the job. TBM's placed on hubs or pipes within the area to receive fill may be used for layout and checking. The Contractor shall provide the original survey notes for TBM's to the COR.

3.10.3 Datum and Benchmarks

The following benchmarks exist at the project site. Horizontal datum is State Plane Georgia East NAD83. Vertical datum is MLW from NGVD29.

Name	Location	Coordinates East	Coordinates North	Elevation Above MLW
	(Vicinity of DMCA 2A)			
SR-1	Between Sta. 233+95 and Savannah River	977845.59	771683.12	11.46
LOW11	Between Sta. 213+00 and Sta. 216+00, outside PI of dike	979357.51	773640.23	25.94
SR-2	Station 51+00, outside	975724.77	776611.06	16.30
SR-5	Station 177+00, outside	977040.17	776346.51	11.04
	(Vicinity of DMCA 13B)			
CE1	Tidegate (75 feet south tidegate structure, 8 feet north of building, 1 foot below existing ground)	992555.879	764259.052	14.98
MOON	Aluminum Pipe & Cap (Outside of back dike where	1002002.085	766094.010	27.70

	Area 12A and 12B join)			
BN42	Located on Area 14A by rock revetment across from LNG dock	1020855.49	766094.010	13.18
CRAWL	Located on 12B dike near ramp to underdrain station	1005571.383	761123.760	-----
CRAIN	Located on Area 14A dike & finger dike	1019762.530	764595.153	-----

ANDREWS ISLAND, BRUNSWICK, GEORGIA

MONUMENT DATA
COORDINATE SYSTEM: STATE PLANE TRANSVERSE MERCATOR
ZONE: GEORGIA EAST
HORIZONTAL DATUM: NAD 83
VERTICAL DATUM: NGVD 29 (MLLW)
LINEAR UNITS: U.S. SURVEY FOOT

MONUMENT	NORTHING	EASTING	ELEVATION	DESCRIPTION
AN9901	418575.1541	863566.4206	9.934	C.O.E. ALUMINUM DISK/PIPE
AN9902	419010.5040	863541.0238	12.343	C.O.E. ALUMINUM DISK/PIPE
AN9903	417848.7261	858166.5839	9.668	C.O.E. ALUMINUM DISK/PIPE
AN9904	417798.1484	857893.0223	9.557	C.O.E. ALUMINUM DISK/PIPE
AN9905	411028.8632	865867.6155	27.479	C.O.E. ALUMINUM DISK/PIPE
AN9906	410978.8765	866217.2006	11.906	C.O.E. ALUMINUM DISK/PIPE

3.10.4 Alignment Control
*1
The horizontal dike alignment controls and details for the proposed new work are shown on the drawings. Placement of all dike, embankment, ramps and connections are keyed to the described alignment and are shown on the respective cross section drawings for the work to be performed. Any conflict (real or perceived) between the drawings and actual site conditions shall be brought immediately to the attention of the Contracting Officer in writing. The Contracting Officer will examine the information presented and inform the Contractor of his/her decision regarding clarification and/or appropriate resolution in writing. ~~Because of the critical nature of the dike alignment with regard to the volume of material ultimately placed, the dike alignment surveys and markers placed shall meet or exceed the standards for a third order survey. The survey standards shall apply for both the initial and final alignments.~~
*1
3.11 ~~TESTING~~DELETED

~~Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. If the Contractor elects to establish testing facilities, no work requiring testing will be permitted until the Contractor's facilities have been inspected and approved by the Contracting Officer. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. The following number and type of tests will be the minimum acceptable.~~

~~3.11.1 Moisture Content~~

~~Test moisture content in accordance with ASTM D 2216. Perform one test for each 40,000 cubic yards of semi-compacted material placed. Perform one test for each 2,000 cubic yards of compacted fill material placed, or portion thereof.~~

~~3.11.2 Particle Size~~

~~Test particle size in accordance with ASTM D 422 (Omit Hydrometer Analysis). Perform one test per 40,000 cubic yards of semi compacted material placed. Perform one test for each 10,000 cubic yards of compacted fill material placed, or portion thereof.~~

~~3.11.3 Atterberg Limits~~

~~Test Atterberg limits in accordance with ASTM D 4318. Perform one test for each in-place density and modified compaction sample.~~

~~3.11.4 Density Test~~

~~Test density in accordance with ASTM D 1556. Perform four tests at each weir in the compacted fill material at locations designated by the Contracting Officer. The Contractor shall coordinate work activities with the Contracting Officer to insure tests are performed in a timely manner and are representative of the work being accomplished.~~

~~3.11.5 Compaction Test~~

~~Test compaction in accordance with ASTM D 1557. Perform one test for each density test. The test shall be performed on fill material obtained from immediately around the density test hole.~~

~~3.11.6 Tolerance Tests for Subgrades~~

~~Continuous checks on the degree of finish shall be made during construction of the dikes and ramps.~~

3.12 QUALITY CONTROL

*1

The Contractor shall establish and maintain quality control for all earthwork construction and weir modification operations to ensure compliance with the contract requirements. The Contractor shall maintain records of quality control for all operations including but not limited to the following:

(1) Proper Foundation Preparation,
(2) Stripping of the Foundation Areas,
(3) Fill Materials Meeting the Requirements Specified,
(4) Proper Cross Section and Grade of Fill,
(5) Thickness of Layers to be Compacted~~,~~
~~(6) Compliance with Testing Requirements, and~~
~~(7) Compliance with Surveying Requirements~~.

-- End of Section --

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DIVISION 02 - SITE CONSTRUCTION

SECTION 02373

GEOTEXTILE

09/03

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-- End of Section Table of Contents --

SECTION 02373

GEOTEXTILE
09/03

PART 1 GENERAL

1.1 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM D 3786	(2001) Hydraulic Bursting Strength of Textile Fabrics - Diaphragm Bursting Strength Tester Method
ASTM D 4354	(1999) Sampling of Geosynthetics for Testing
ASTM D 4355	(2002) Deterioration of Geotextiles from Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus
ASTM D 4491	(1999a) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4595	(2001) Tensile Properties of Geotextiles by the Wide-Width Strip Method
ASTM D 4632	(1991; R 2003) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999a) Determining Apparent Opening Size of a Geotextile
ASTM D 4759	(2002) Determining the Specification Conformance of Geosynthetics
ASTM D 4833	(2000e1) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(2002) Identification, Storage, and Handling of Geosynthetic Rolls and Samples

1.2 MEASUREMENT

Measurement shall be made of the as-built surface area in square yards covered by geotextile. Allowance will be made for geotextile in anchor and/or drainage trenches but no allowance will be made for waste, overlaps, damaged materials, repairs, or materials used for the convenience of the Contractor.

1.3 PAYMENT

Geotextile installed and accepted will be paid for at the respective contract unit price in the bidding schedule. This unit price shall include the cost of materials, equipment, installation, testing, and other costs associated with placement of the geotextile.

1.4 SUBMITTALS

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

SD-03 Product Data

Thread

A minimum of 14 days prior to scheduled use, proposed thread type for sewn seams along with data sheets showing the physical properties of the thread.

Manufacturing Quality Control Sampling and Testing

A minimum of 14 days prior to scheduled use, manufacturer's quality control manual.

SD-04 Samples

Quality Assurance Samples and Tests

Samples for quality assurance testing; 7 days shall be allotted in the schedule to allow for testing.

SD-06 Test Reports

Seams

Seam streangth test results.

SD-07 Certificates

Geotextile

A minimum of 14 days prior to scheduled use, manufacturer's certificate of compliance stating that the geotextile meets the requirements of this section. This submittal shall include copies of manufacturer's quality control test results. For needle punched geotextiles, the manufacturer shall also certify that the geotextile has been continuously inspected using permanent on-line full-width metal detectors and does not contain any needles which could damage other geosynthetic layers. The certificate of compliance shall be attested to by a person having legal authority to bind the geotextile manufacturer.

SD-08 Manufacturer's Instructions

Manufacturing Quality Control Sampling and Testing

A minimum of 14 days prior to scheduled use, manufacturer's quality control manual including instructions for geotextile storage, handling, installation, seaming, and repair.

1.5 DELIVERY, STORAGE AND HANDLING

Delivery, storage, and handling of geotextile shall be in accordance with ASTM D 4873.

1.5.1 Delivery

The Contracting Officer will be present during delivery and unloading of the geotextile. Rolls shall be packaged in an opaque, waterproof, protective plastic wrapping. The plastic wrapping shall not be removed until deployment. If quality assurance samples are collected, rolls shall be immediately rewrapped with the plastic wrapping. Geotextile or plastic wrapping damaged during storage or handling shall be repaired or replaced, as directed. Each roll shall be labeled with the manufacturer's name, geotextile type, roll number, roll dimensions (length, width, gross weight), and date manufactured.

1.5.2 Storage

Rolls of geotextile shall be protected from construction equipment, chemicals, sparks and flames, temperatures in excess of 160 degrees F, or any other environmental condition that may damage the physical properties of the geotextile. To protect geotextile from becoming saturated, rolls shall either be elevated off the ground or placed on a sacrificial sheet of plastic in an area where water will not accumulate.

1.5.3 Handling

Geotextile rolls shall be handled and unloaded with load carrying straps, a fork lift with a stinger bar, or an axial bar assembly. Rolls shall not be dragged along the ground, lifted by one end, or dropped to the ground.

PART 2 PRODUCTS

2.1 RAW MATERIALS

2.1.1 Geotextile

	Minimum Permittivity ASTM D 4491 (1/seconds)	Maximum AOS ASTM D 4751 (mm)
Less than 15 percent passing the No. 200:	0.5	0.43 mm (No. 40 sieve)
15 to 50 percent passing the No. 200 :	0.2	0.25 mm (No. 60 sieve)
Greater than 50 percent passing the No. 200:	0.1	0.22 mm (No. 70 sieve)

Geotextile shall be a pervious sheet of polymeric material and shall

consist of long-chain synthetic polymers composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The use of woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) will not be allowed. Stabilizers and/or inhibitors shall be added to the base polymer, as needed, to make the filaments resistant to deterioration by ultraviolet light, oxidation, and heat exposure. Regrind material, which consists of edge trimmings and other scraps that have never reached the consumer, may be used to produce the geotextile. Post-consumer recycled material may also be used provided the reclaimed polymer used in production does not exceed 20 percent by total weight. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the selvages. Geotextiles shall meet the requirements specified in Table 1. Where applicable, Table 1 property values represent minimum average roll values (MARV) in the weakest principal direction. Values for AOS represent maximum average roll values.

TABLE 1: GEOTEXTILE PHYSICAL PROPERTIES, EMBANKMENTS

PROPERTY	TEST VALUE	TEST METHOD
Elongation At Break, Percent	Equal To Or Greater Than 0	ASTM D 4632
Apparent Opening Size (U.S. Sieve)	70	ASTM D 4751
Permittivity, sec -1	0.20	ASTM D 4491
Tensile Strength		
Ultimate, lbs/inch	400	ASTM D 4595
10% Strain, lbs/inch	300	ASTM D 4595
Puncture, Lbs	100	ASTM D 4833
Grab Tensile, Lbs	300	ASTM D 4632
Trapezoid Tear, Lbs	100	ASTM D 4533
Burst Strength, psi	800	ASTM D 3786
Ultraviolet Stability (percent strength retained at 500 hours)	50	ASTM D 4355
Seam Strength, Lbs	200	ASTM D 4632

2.1.2 Thread

Sewn seams shall be constructed with high-strength polyester, nylon, or other approved thread type. Thread shall have ultraviolet light stability equivalent to the geotextile and the color shall contrast with the geotextile.

2.2 MANUFACTURING QUALITY CONTROL SAMPLING AND TESTING

Manufacturing quality control sampling and testing shall be performed in accordance with the manufacturer's approved quality control manual. As a minimum, geotextiles shall be randomly sampled for testing in accordance with ASTM D 4354, Procedure A. Acceptance of geotextile shall be in accordance with ASTM D 4759. Tests not meeting the specified requirements shall result in the rejection of applicable rolls.

PART 3 EXECUTION

3.1 QUALITY ASSURANCE SAMPLES AND TESTS

3.1.1 Quality Assurance Samples

The Contractor shall provide assistance to the Contracting Officer in the collection of quality assurance samples. Samples shall be collected upon delivery to the site for quality assurance testing at the request of the

Contracting Officer. Samples shall be identified with a waterproof marker by manufacturer's name, product identification, lot number, roll number, and machine direction. The date and a unique sample number shall also be noted on the sample. The outer layer of the geotextile roll shall be discarded prior to sampling a roll. Samples shall then be collected by cutting the full-width of the geotextile sheet a minimum of 3 feet long in the machine direction. Rolls which are sampled shall be immediately resealed in their protective covering.

3.1.2 Quality Assurance Tests

The Contractor shall provide quality assurance samples to the Contracting Officer for testing purposes. Samples will be tested to verify that geotextile meets the requirements specified in Table 1. Test method ASTM D 4355 shall not be performed on the collected samples. Geotextile product acceptance shall be based on ASTM D 4759. Tests not meeting the specified requirements shall result in the rejection of applicable rolls.

3.2 INSTALLATION

3.2.1 Subgrade Preparation

The surface underlying the geotextile shall be smooth and free of ruts or protrusions which could damage the geotextile. Subgrade materials and compaction requirements shall be in accordance with Section 02330 EMBANKMENTS. Where geotextile is designated to be placed over dried or "crusted" dredged materials, a bedding layer of sand shall be placed between the dredged material and the geotextile. The bedding layer shall consist of sandy materials obtained on-site (unless directed otherwise) and not be less than 3 inches nor more than 6 inches in thickness. Bedding material required is estimated to be approximately 14,600 cubic yards. The cost of this material handling, placement, and all incidentals thereto shall be included in the Contractor's unit cost for "geotextile."

3.2.2 Placement

The Contractor shall request the presence of the Contracting Officer during handling and installation. Geotextile rolls which are damaged or contain imperfections shall be repaired or replaced as directed. Placement of the geotextile shall extend beneath the interior berms as shown on the plans to a line approximately 3 feet beyond the inside toe of the berm. The geotextile shall be laid flat and smooth so that it is in direct contact with the subgrade. The geotextile shall also be free of tensile stresses, folds, and wrinkles. The geotextile shall be laid with the machine direction of the fabric perpendicular to the dike embankment centerline.

3.3 SEAMS

3.3.1 Overlap Seams

Geotextile panels shall be continuously overlapped a minimum of 24 inches. Where seams must be oriented across the slope, the upper panel shall be lapped over the lower panel. The Contractor has the option of field sewing instead of overlapping.

3.3.2 Sewn Seams

Seams shall be continuously sewn at all adjacent panel locations. A flat seam with two rows of a two-thread chain stitch shall be used unless

otherwise recommended by the manufacturer. The minimum distance from the geotextile edge to the stitch line nearest to that edge shall be 3 inches unless otherwise recommended by the manufacturer. Seam strength shall meet the minimum requirements specified in Table 1. Quality assurance samples shall be taken at the request of the Contracting Officer. The thread at the end of each seam run shall be tied off to prevent unraveling. Seams shall be on the top side of the geotextile to allow inspection. Skipped stitches or discontinuities shall be sewn with an extra line of stitching with a minimum of 18 inches of overlap.

3.4 PROTECTION

The geotextile shall be protected during installation from clogging, tears, and other damage. Damaged geotextile shall be repaired or replaced as directed. Adequate ballast (e.g. sand bags) shall be used to prevent uplift by wind. The geotextile shall not be left uncovered for more than 10 days after installation.

3.5 REPAIRS

*1

Geotextile damaged during installation shall be repaired by placing a patch of the same type of geotextile which extends a minimum of 12 inches beyond the edge of the damage or defect. Patches shall be continuously fastened using a sewn seam or other manufacturer approved method. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile which cannot be repaired shall be ~~replaced~~removed and new geotextile installed.

3.6 PENETRATIONS

Engineered penetrations of the geotextile shall be constructed as shown on the drawings or by methods recommended by the geotextile manufacturer.

3.7 COVERING

Geotextile shall not be covered prior to approval by the Contracting Officer. The Contractor shall request the presence of the Contracting Officer during covering of the geotextile. The cover soil shall have a maximum particle size of 1 inch and shall be free of sticks, roots and other objects which could damage the geotextile. Cover soil shall be placed in a manner that prevents soil from entering the geotextile overlap zone, prevents tensile stress from being mobilized in the geotextile, and prevents wrinkles from folding over onto themselves. No equipment shall be operated directly on top of the geotextile. A minimum of 12 inches of soil shall be maintained between construction equipment tires/tracks and the geotextile during the covering process. Compaction and testing requirements for berm and cover soil are not required.

-- End of Section --