US Army Corps
of Engineers ®
St. Louis District

MERAMEC RIVER BASIN
FLOOD PROTECTION PROJECT

VALLEY PARK SEEPAGE AND STONE PROTECTION REPAIR AT FISHPOT CREEK

MERAMEC RIVER
VALLEY PARK, MISSOURI

CONSTRUCTION SOLICITATION
AND SPECIFICATIONS

SOLICITATION NUMBER: W912P9-12-R-0703

NOVEMBER 2011

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DESIGN AUTHENTICATION

This project was designed by the St. Louis District, U.S. Army Corps of Engineers. The initials or signatures and registration designations of individuals appear on these project documents within the scope of their employment as required by ER 1110-1-8152.

PROJECT NAME: VALLEY PARK RAILROAD EMBANKMENT REPAIR

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SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W912P9-12-R-0703	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 30-Jan-2012	PAGE OF PAGES 1 OF 162

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
W912P9-12-C-0404	W81C8X12871067	

7. ISSUED BY CODE W912P9	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
CONTRACTING DIVISION US ARMY ENGR DIST ST LOUIS 1222 SPRUCE STREET, RM 4.207 ST LOUIS MO 63103-2833 TEL: FAX: 314 331-8746	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	TRENIECE S STITH	314 331-8520

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):*

Meramec River Basin Flood Protection Project - Valley Park Seepage and Stone Protection Repair at Fishpot Creek

The work consist of creek bank seepage and stone protection repair along Fishpot Creek

The magnitude of the requirement in terms of physical characteristics and estimated price range is between $250,000 and $500,000.

This requirement is a sole source negotiated 8(a) requirement to Druids Woodworking, Inc., 104 Gratiot, Saint Louis, MO 63102.

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See _____ .)*

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 01:00 PM *(hour)* local time 08 Dec 2011 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

D. Offers providing less than 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)*
DRUIDS WOODWORKING, INC. KIMBERLY MACLEAN 6315 DELMAR BLVD 2 EAST SAINT LOUIS MO 63130-4721	314-534-7013
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE 3P9A2 / 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:

SEE SCHEDULE

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
$398,726.00	**See Schedule**

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 **See Item 7**		27. PAYMENT WILL BE MADE BY: CODE 964145 USACE FINANCE CENTER ST. LOUIS DISTRICT (B3) 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _1_ 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. REF:	☐ 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)* ARCHIE C RINGGENBERG / CONTRACTING OFFICER TEL: 314 331-8505 EMAIL: Archie.C.Ringgenberg@usace.army.mil
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY Archie C Ringgenberg / 31C. AWARD DATE 30-Jan-2012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	$314,756.00	$314,756.00
	VALLEY PARK SEEPAGE AND STONE PROTECTION FFP REPAIR AT FISHPOT CREEK. FOB: Destination MILSTRIP: W81C8X12871067 PURCHASE REQUEST NUMBER: W81C8X12871067				
	ACRN AA CIN: W81C8X128710670001				$314,756.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	$83,970.00	$83,970.00
	A1982-V.P. CONTR EARNINGS FISHPOT CR BAN FFP K PROTECT [113931] --- PROJECT NO.: 113931 FOB: Destination MILSTRIP: W81C8X12871067 PURCHASE REQUEST NUMBER: W81C8X12871067				
	ACRN AB CIN: W81C8X128710670002				$83,970.00

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082413 3230356JBC075412 NA 96233
AMOUNT: $314,756.00
CIN W81C8X128710670001: $314,756.00

AB: 96X88620000 082413 32303HD8GB075412 NA 96233
AMOUNT: $83,970.00
CIN W81C8X128710670002: $83,970.00

BIDDING SCHEDULE

00010.12 BIDDING SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
0001.	Mobilization and Demobilization	1	LS		$70,735
0002.	Clearing, Grubbing and Stripping	1	LS		$11,540
0003.	Erosion Control Mat	1	LS		$11,400
0004.	Embankment	1	LS		$25,850
0005.	Bedding Material				
	a. First 225 TN	225	TN	$62.00	$13,958
	b. All over 225 TN	225	TN	$62.00	$13,958
0006.	1000 Pound Riprap				
	a. First 900 TN	900	TN	$71.00	$64,163
	b. All over 900 TN	900	TN	$65.00	$58,435
0007.	Removal and Disposal of Existing Riprap and Bedding	1	LS		$53,994
0008.	Removal and Disposal of Existing Unsuitable Material	1	LS		$17,000
0009.	Establishment of Turf	1	LS		$42,000
0010.	Topsoil	1	LS		$ 9,800
0011.	Bonds	1	LS		$ 5,893
				TOTAL	$ 398,726

ABBREVIATIONS

LS Lump Sum
TN Ton

(See BIDDING SCHEDULE NOTES)

BIDDING SCHEDULE NOTES

1. All quantities shown on the BIDDING SCHEDULE are estimated quantities.

2. When bids are solicited on a unit price basis, bidders shall insert in the spaces provided therefore in the SCHEDULE both the "unit price" and the "estimated amount" resulting from applying the said unit price to the estimated quantity shown. In event the bidder quotes only a total price ("estimated amount") in its bid and fails to quote the unit price, the Government will determine such unit price by dividing the total price quoted by the quantity of the item set out in the SCHEDULE. The bidder agrees that the unit price so determined shall be used for the purpose of bid evaluation, award and all payments to the Contractor including final payment.

3. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid and the extension will be corrected accordingly.

4. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

5. Bidders are required to bid on all items listed on the Bidding Schedule in addition to inserting a total quoted bid in the appropriate space provided. Failure to do so will be considered good cause to disqualify the bid.

6. EVALUATION OF SUBDIVIDED ITEMS (MAR 1995) EFARS 52.212-5000

Item Nos. 0005 and 0006 are subdivided into two or more estimated quantities and is to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.

7. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. (MAR 1995) EFARS 52.212-5001. The variations in estimated quantities clause is applicable only to Item Nos. 0005 and 0006.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent subitem or elimination of all work under such a second or subsequent subitem will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Item Nos. 0005 and 0006 is less than 85 percent of the quantity of the first subitem listed under such item, the Contractor will be paid at the contract unit price for that subitem for the actual quantity of work performed, and, in addition, an equitable adjustment shall be made in accordance with the Contract Clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Item Nos. 0005 and 0006 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the subitems under that item, and/or if the quantity of work performed under the second subitem or any subsequent subitem under Item Nos. 0005 and 0006 exceeds 115 percent or is less than 85 percent of the estimated quantity of any such subitem, and if such variation causes an increase or a decrease in the time required for performance of this contract, the contract completion time will be adjusted in accordance with the Contract Clause FAR 52.211-18, Variation in Estimated Quantities.

xxx

CLAUSES INCORPORATED BY FULL TEXT

REQUIRED INSURANCE

(a) As required by the Contract Clause entitled "Insurance—Work on a Government Installation", the Contractor shall furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required wording indicated in paragraph b of the aforementioned Contract Clause.

(1) Workmen's Compensation – Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance – $100,000.00

(3) Comprehensive General Liability Insurance – (No property damage liability insurance is required.)

Bodily Injury	—	$500,000 per occurrence

(4) Comprehensive Automobile Insurance –

Bodily Injury	—	$200,000 each person
		$500,000 each accident
Property Damage	—	$ 20,000 each accident

(b) Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
Contracting Division
1222 Spruce Street
Saint Louis MO 63103

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 calendar days.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not

small business concerns shall be considered nonresponsive and will be rejected.

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

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (OCT 2010)

(a) Definitions. As used in this clause—

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.

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

Domestic construction material means the following—

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

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

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron

or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

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

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

_____

none

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

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.
(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or 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 Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign construction material _____		_____	_____
Domestic construction material_____		_____	_____
Item 2:			
Foreign construction material _____		_____	_____
Domestic construction material_____		_____	_____

(List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)
(Include other applicable supporting information.)
(* Include all delivery costs to the construction site.])

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Eastern Missouri District
200 North Broadway, Suite 1500
St. Louis, MO 63102

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.204-7007 (NOV 2010)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A (NOV 2010)

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

(2) The small business size standard is -------$33.5M-----.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) 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 (d) 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:

(_X_) Paragraph (e) below applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business).This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

------(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

------(iii) 52.219-22, Small Disadvantaged Business Status.

------(A) Basic.

------(B) Alternate I.

------(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

------(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

------(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

------(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

------(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

------(ix) 52.227-6, Royalty Information.

------ (A) Basic.

------ (B) Alternate I.

------(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. This clause applies to all solicitations and contracts with institutions of higher education.

(ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate. This provision applies to solicitations containing the clause at 252.225-7001, Buy American Act and Balance of Payments Program.

(iii) 252.225-7020, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 252.225-7021, Trade Agreements.

(iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products. This provision applies to solicitations containing the clause at 252.225-7021, Trade Agreements, used with its Alternate I.

(v) 252.225-7031, Secondary Arab Boycott of Israel. This provision applies to all solicitations unless an exception applies or a waiver has been granted in accordance with 225.7604.

(vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate. This provision applies to solicitations that include the clause at 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program. Alternate I applies when the clause at 252.225-7036 is used with its Alternate I.

(vii) 252.225-7042, Authorization to Perform. This provision applies to solicitations when contract performance will be wholly or in part in a foreign country.

(viii) 252.229-7003, Tax Exemptions (Italy). This clause applies to solicitations and contracts when contract performance will be in Italy.

(ix) 252.229-7005, Tax Exemptions (Spain). This clause applies to solicitations and contracts when contract performance will be in Spain.

(x) 252.247-7022, Representation of Extent of Transportation by Sea. This provision applies to all solicitations except--

(A) Those for direct purchase of ocean transportation services; or

(B) Those with an anticipated value at or below the simplified acquisition threshold.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at https://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 that apply to this solicitation as indicated in paragraphs (d) and (e) of this provision 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/DFARS 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.

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(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 the simplified acquisition threshold.

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

(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 $150,000.

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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 (OCT 2010)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization 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 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 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 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 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 eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation 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 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 includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed 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 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) Prohibition. 31 U.S.C. 1352 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 covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use 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 the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

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

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action 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.

(2) Professional and technical services. (i) 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.

(ii) 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.

(iii) As used in paragraph (c)(2) of this clause, ``professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) 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.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) 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.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

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

Postconsumer fiber means—

(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.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor`s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public,

therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at http://www.fsrs.gov for each first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at http://www.ccr.gov, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or

section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of $25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of $25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was $20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $25,000 or more.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds $30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (May 2011)

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

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52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

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.

Remanufactured means factory rebuilt to original specifications.

Virgin material means--

(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

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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 $565.00 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)

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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)

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52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement

of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

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

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

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

(1) The proposal for the contract, subcontract, or modification;

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

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

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

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(1) The actual subcontract; or

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

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

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

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

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

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

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

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

(B) The Contractor proves that the certified cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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

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

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

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

(1) Interest compounded daily, as required by 26 U.S.C. 6622, 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 certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)

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

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished certified 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 certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(1) The actual subcontract; or

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

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

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

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

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

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

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

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

(B) The Contractor proves that the certified cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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

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

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

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

(1) Interest compounded daily, as required by 26 U.S.C. 6622, 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 certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which certified cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which certified cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

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52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

(End of clause)

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52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified 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 certified 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 certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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)

CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(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 that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such 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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-6 DAVIS-BACON ACT (JUL 2005)

(a) Definition.--Site of the work –

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the ``primary site of the work'' as defined in paragraph (a)(1)(i), or the ``secondary site of the work'' as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the ``site of the work.'' Such permanent, previously established facilities are not a part of the ``site of the work'' even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 (e) 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.
(3) 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(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.

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed

(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 (c)(2) and (c)(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.

(d) 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.

(e) 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)

(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, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) 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.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, 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.

(4) 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.

(5) 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.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

(1) 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, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) 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 OATELS 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.

(3) In the event OATELS 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the ``site of the work'' as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the ``site of work'' definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the ``site of the work'' definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the ``site of the work'' definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act--Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination--Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Davis-Bacon and Related Act Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United

States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) 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.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(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)(1) 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 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.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (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 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-- (1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

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

All employment openings means all positions except executive and senior 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.

Armed Forces service medal veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

Disabled veteran means--

(1) A veteran of the U.S. military, ground, naval, or air service, 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 Secretary of Veterans Affairs; or

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

Executive and senior management means—

(1) Any employee--

(i) Compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) 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;

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

(iv) 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; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

Other protected veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

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 disabled veteran means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

Recently separated veteran means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal 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 individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(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.

(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).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of $100,000 or more to have an affirmative action program for veterans. See 41 CFR part 60-300, subpart C.

(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 employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system 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 workforce 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, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, 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 disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are 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 disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal 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. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include--

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(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 $15,000 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 VETERANS (SEP 2010)

(a) Definitions. As used in this clause, ``Armed Forces service medal veteran," ``disabled veteran," ``other protected veteran," and ``recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) 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 total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A,entitled ``Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, ``Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.usda.gov/biopreferred.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

_____ _____

_____ _____

_____ _____

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

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

(b) Federal facilities are required 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 and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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;

(2) A construction material manufactured in the United States, if--

(i) 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; or

(ii) The construction material is a COTS item.

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. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). 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 information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(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, and Sudan are prohibited, as are most imports from Burma or 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://www.treas.gov/offices/enforcement/ofac/.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(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 United States patent 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 shall include the substance of this clause, including this paragraph (b), in allsubcontracts that are 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 athorization and consent.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(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 the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.228-11 PLEDGES OF ASSETS (SEP 2009)

(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) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at http://www.usdoj.gov/enrd/2001_Title_Standards.htm. 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

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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 (OCT 2010)

(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 $150,000 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 the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(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)

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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)

CLAUSES INCORPORATED BY FULL TEXT

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 II (Shelbyville) or Region V (all other locations). 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)

CLAUSES INCORPORATED BY FULL TEXT

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 (OCT 2010)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified 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 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 611 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 (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) 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, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

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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)

CLAUSES INCORPORATED BY FULL TEXT

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

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 the Miller Act (40 U.S.C. 3133), 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--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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 exceeding $100,000.

(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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

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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)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

52.242-13 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)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101–510, section 831 as amended), the Contractor may award subcontracts under this contract on a

noncompetitive basis to its proteges.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an

equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2010)

(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(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $65,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (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) -- ALTERNATE I (APR 1984)

(a)(1) 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 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.

(2) If title to property is vested in the Contractor under this contract, it shall revest in the Government regardless of any other clause of this contract, except for property that the Contractor has disposed of by bona fide sale or removed from the site.

(3) 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 (xi) 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.

(d) 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.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(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)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)

(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 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html".

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(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 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

(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, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records ``Active.'' The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(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)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(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 $30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System 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)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

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

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

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS

MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

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

(2) "Toxic or hazardous materials" means:

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

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

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

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

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010)

(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) Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Denmark
Egypt
Finland
France
Germany
Greece
Israel

Italy
Luxembourg
Netherlands
Norway
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

(4) United States means the 50 States, the District of Columbia, and outlying areas.

(5) 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 and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(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 incidental amounts of cotton, other natural fibers, or wool incoporated in an end product, 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 a qualifying country; 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 continuous filament para-aramid yarns manufactured in a qualifying country.

(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)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(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 AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File Drawing No.

G-003 INDEX SHEET, SYMBOLS, ABBREVIATIONS & GENERAL LEGEND

(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.).

252.236-7006 COST LIMITATION (JAN 1997)

(a)Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b)An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c)Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1)Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2)Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

(End of provision)

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.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

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)

WAGE RATES
General Decision Number: MO100001 10/14/2011 MO1

Superseded General Decision Number: MO20080001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/09/2010
2	04/16/2010
3	05/07/2010
4	06/04/2010
5	06/11/2010
6	07/02/2010
7	07/09/2010
8	08/06/2010
9	09/03/2010
10	10/01/2010
11	11/05/2010
12	11/12/2010
13	12/03/2010
14	01/21/2011
15	02/11/2011
16	03/04/2011
17	04/08/2011
18	04/15/2011
19	05/06/2011
20	05/13/2011
21	06/03/2011
22	07/01/2011
23	07/22/2011
24	08/12/2011
25	08/26/2011
26	09/02/2011
27	09/16/2011
28	09/23/2011
29	10/14/2011

* CARP0005-006 04/01/2008

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 33.00	12.03
MILLWRIGHTS & PILEDRIVERS	$ 33.00	12.03

CARP0008-003 05/01/2010

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 32.78	12.25

CARP0011-001 05/01/2011

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX,LINN, MACON, MILLER, MONITEAU,MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES	$ 28.57	11.00
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES	$ 27.67	10.55
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES	$ 28.83	13.05
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES	$ 27.32	10.55
BENTON, MORGAN AND PETTIS	$ 27.27	11.00
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	$ 28.67	13.07
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES	$ 28.32	10.55
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES	$ 27.75	13.07
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES	$ 28.68	13.05
FRANKLIN COUNTY	$ 31.23	13.05
JEFFERSON AND ST. CHARLES COUNTIES	$ 33.38	13.05
LINCOLN COUNTY	$ 30.34	13.05
PIKE, ST. FRANCOIS AND		

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     WASHINGTON COUNTIES.........$ 29.39            13.05
     WARREN COUNTY...............$ 30.73            13.05
-----------------------------------------------------------------
 ELEC0001-002 06/01/2009

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY,REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,
WARREN, WASHINGTON AND WAYNE COUNTIES


                                   Rates          Fringes

Electricians.....................$ 33.60           22.242
-----------------------------------------------------------------
 ELEC0002-001 09/01/2008

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN,  GASCONADE,
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN  AND
WASHINGTON COUNTIES


                                   Rates          Fringes

Line Construction:
     Groundman and Groundman-
     Driver......................$ 22.48      43.25%+4.75
     Groundman Equipment
     Operator....................$ 29.08      43.25%+4.75
     Groundman-Winch Driver......$ 23.59      43.25%+4.75
     Lineman or Cable Splicer....$ 33.68      43.25%+4.75
-----------------------------------------------------------------
 ELEC0053-004 08/31/2010

                                   Rates          Fringes

Line Construction: (ANDREW,
ATCHINSON, BARRY, BARTON,
BUCHANAN, CALDWELL, CEDAR,
CHRISTIAN, CLINTON, DADE,
DALLAS, DAVIES,, DEKALB,
DOUGLAS, GENTRY, GREENE,
GRUNDY, HARRISON, HICKORY,
HOLT, JASPER, LACLEDE,
LAWRENCE, LIVINGSTON,
MCDONALD, MERCER, NEWTON,
NODAWAY, OZARK, POLK, ST.
CLAIR, STONE, TANEY, VERNON,
WEBSTER, WORTH AND WRIGHT
COUNTIES)
     Groundman Powderman.........$ 25.88       34.5%+4.75
     Groundman...................$ 23.98       34.5%+4.75
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     GroundmanPowderman..........$ 25.13         34%+4.75
     Lineman Operator............$ 35.12       34.5%+4.75
     Lineman.....................$ 37.10       34.5%+4.75
Line Construction; (BATES,
BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)
     Groundman Powderman.........$ 26.84       34.5%+4.75
     Groundman...................$ 25.44       34.5%+4.75
     Lineman Operator............$ 35.82       34.5%+4.75
     Lineman.....................$ 38.40       34.5%+4.75
-----------------------------------------------------------------
 ELEC0095-001 06/01/2011

BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE,
MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES


                                   Rates          Fringes

Electricians:
     Cable Splicers..............$ 23.75            12.31
     Electricians................$ 24.00         3%+10.91
-----------------------------------------------------------------
 ELEC0124-007 09/01/2010

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE
COUNTIES:


                                   Rates          Fringes

Electricians.....................$ 33.83            18.63
-----------------------------------------------------------------
 ELEC0257-003 03/01/2011

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES


                                   Rates          Fringes

Electricians:
     Cable Splicers..............$ 30.18           12.795
     Electricians................$ 30.18           12.795
-----------------------------------------------------------------
 ELEC0350-002 12/01/2010

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES


                                   Rates          Fringes

Electricians.....................$ 28.16            15.20
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ELEC0453-001 09/01/2011

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES	$ 24.23	13.55
PULASKI and TEXAS COUNTIES	$ 28.88	14.01
STONE and TANEY COUNTIES	$ 20.02	12.72

ELEC0545-003 06/01/2010

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:	$ 30.85	12.19

ELEC0702-004 06/23/2011

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A	$ 23.79	5.76+28.75%
Groundman-Equipment Operator Class II (all other equipment)	$ 30.16	5.76+28.75%
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)	$ 34.40	5.76+28.75%
Lineman	$ 47.66	5.76+28.75%

ENGI0101-001 05/01/2011

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL, CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN, LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH COUNITES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.94	13.76
GROUP 2	$ 29.54	13.76
GROUP 3	$ 27.54	13.76

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self- propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;
(b) Oiiler driver
(c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .75) ABOVE

GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101-005 04/01/2011

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 32.33	13.88
GROUP 2	$ 31.29	13.88
GROUP 3	$ 26.82	13.88
GROUP 4	$ 30.17	13.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader;churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant;

self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2011

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 26.71	11.81
GROUP 2	$ 26.36	11.81
GROUP 3	$ 26.16	11.81
GROUP 4	$ 24.11	11.81

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader

operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/04/2011

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.11	21.36
GROUP 2	$ 29.11	21.36
GROUP 3	$ 27.21	21.36
GROUP 4	$ 23.75	21.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane,

Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - $2.00;
Certified Crane Operator - $1.50;
Certified Hazardous Material Operator $1.50;
Crane,climbing (such as Linden) - $.50;
Crane, Pile Driving and Extracting - $ .50
Crane with boom (including job) over
100 ft from pin to pin - add $.01 per foot
to maximum of $4.00);
Crane, using rock socket tool - $ .50;
Derrick, diesel, gas or electric hoisting material
and erecting steel (150 ft or more above ground) - $ .50;
Dragline, 7 cu yds and over - $ .50;
Hoist, Three or more drums in use - $ .50;
Scoop, Tandem - $.50;
Shovel, Power - 7 cu yds and over - $ .50;
Tractor, Tandem Crawler - $ .50;
Tunnel, man assigned to work in tunnel or
tunnel shaft - $ .50;
Wrecking, when machines are working on
second floor or higher - $ .50

ENGI0513-006 05/01/2011

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 24.89	21.33
GROUP 2	$ 24.54	21.33
GROUP 3	$ 24.34	21.33
GROUP 4	$ 20.69	21.33

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster

pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - $2.00
Certified Crane Operator - $1.50;
Certified Hazardous Material Operator $1.50;
Crane, climbing (such as Linden) - $0.50;
Crane, pile driving and extracting - $0.50;
Crane, with boom (including jib) over 100' from pin to pin add $0.01 per foot to maximum of $4.00;
Crane, using rock socket tool - $0.50;
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - $0.50;
Dragline, 7 cu. yds, and over - $0.50;
Hoist, three or more drums in use - $0.50; Scoop, Tandem - $0.50;
Shovel, power - 7 cu. yds. or more - $0.50;

Tractor, tandem crawler - $0.50;
Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50;
Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513-007 05/04/2011

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.11	21.36
GROUP 2	$ 29.11	21.36
GROUP 3	$ 27.21	21.36
GROUP 4	$ 23.75	21.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper;

tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic 2 cu. yds. or under without oiler	$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add $.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2011

	Rates	Fringes
Ironworkers:		
ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR,		

CHARITON, CHRISTIAN,
CLINTON, COOPER, DADE,
DALLAS, DAVIESS, DE KALB,
GENTRY, GREENE, GRUNDY,
HARRISON, HENRY, HICKORY,
HOLT, HOWARD, LACLEDE,
LINN, LIVINGSTON, MERCER,
MONITEAU, MORGAN, NODAWAY,
PETTIS, POLK, PUTNAM,
RANDLOPH, ST. CLAIR,
SALINE, SULLIVAN, TANEY,
VERNON, WEBSTER, WRIGHT
and WORTH Counties and
portions of ADAIR, BOONE,
MACON, MILLER and RANDOLPH
Counties.....$ 25.50 24.25
BUCHANAN, CASS, CLAY,
JACKSON, JOHNSON,
LAFAYETTE, PLATTE AND RAY
Counties.....$ 28.50 24.25

IRON0321-002 08/01/2009

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	$ 18.10	12.34

IRON0396-004 08/04/2010

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	$ 31.98	18.20

IRON0396-009 08/04/2010

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL, LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	$ 27.51	18.01

IRON0577-005 08/01/2010

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker	$ 24.00	15.01

IRON0584-004 06/01/2009

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:	$ 22.10	10.51

IRON0782-003 05/01/2011

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only	$ 29.39	17.85
All Other Work	$ 23.87	16.48

LABO0042-003 03/07/2011

ST. LOUIS (City and County)

	Rates	Fringes
Laborers:		
Plumber Laborers	$ 28.17	12.07

LABO0042-005 03/02/2011

ST. LOUIS (City and County)

	Rates	Fringes
Laborers:		
Dynamiter, Powderman	$ 28.67	12.07
Laborers, Flaggers	$ 28.17	12.07
Wrecking	$ 28.05	12.07

LABO0424-002 05/01/2009

	Rates	Fringes
Laborers:		
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE,		

PERRY, PIKE, PUTNAM,
RALLS, RANDOLPH, REYNOLDS,
ST. FRANCOIS, STE.
GENEVIEVE, SCHUYLER,
SCOTLAND, SHELBY AND
SULLIVAN COUNTIES
GROUP 1.....$ 24.56 9.29
GROUP 2.....$ 25.16 9.29
BOLLINGER, BUTLER, CAPE
GIRARDEAU, CARTER,
CRAWFORD, DENT, DUNKLIN,
GASCONADE, HOWELL, MARIES,
MISSISSIPPI, NEW MADRID,
OREGON, OSAGE, PEMISCOT,
PHELPS, PULASKI, RIPLEY,
SCOTT, SHANNON, STODDARD,
TEXAS, WASHINGTON AND
WAYNE COUNTIES
GROUP 1.....$ 24.56 9.29
GROUP 2.....$ 25.16 9.29
FRANKLIN COUNTY
GROUP 1.....$ 26.01 9.29
GROUP 2.....$ 26.61 9.29
JEFFERSON COUNTY
GROUP 1.....$ 26.06 9.29
GROUP 2.....$ 26.66 9.29
LINCOLN, MONTGOMERY AND
WARREN COUNTIES
GROUP 1.....$ 24.81 9.29
GROUP 2.....$ 25.41 9.29
ST.CHARLES COUNTY
GROUP 1.....$ 27.33 9.29
GROUP 2.....$ 27.33 9.29

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for

bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0579-005 05/01/2011

	Rates	Fringes
Laborers: (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1	$ 23.39	11.04
GROUP 2	$ 23.74	11.04
Laborers: (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1	$ 21.74	10.89
GROUP 2	$ 22.29	10.89
Laborers: (LAFAYETTE COUNTY)		
GROUP 1	$ 23.29	11.14
GROUP 2	$ 23.64	11.14

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material

mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0663-002 04/01/2011

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	$ 26.64	12.49
GROUP 2	$ 27.85	12.49

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving,

wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller; Taper	$ 28.61	10.24
High work over 60 feet	$ 29.11	10.24
Lead Abatement	$ 29.36	10.24
Pressure Roller; High work under 60 ft	$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI)	$ 30.61	10.24
Taper (Ames Tools & Bazooka)	$ 30.21	10.24

PAIN0002-006 04/01/2011

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE,

HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
Painters:		
Bridges, Dams, Locks or Powerhouses	$ 22.80	10.87
Brush and Roll; Taping, Paperhanging	$ 20.80	10.87
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 21.80	10.87
Spray; Structural Steel (over 50 feet)	$ 21.30	10.87
Tapers using Ames or Comparable Tools	$ 21.05	10.87

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* PAIN0003-004 04/01/2011

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 29.93	14.04
Brush & Roller	$ 28.31	14.04
Drywall	$ 28.53	14.04
Paper Hanger	$ 28.81	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 29.43	14.04
Steeplejack	$ 33.50	14.04

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* PAIN0003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 24.06	14.04
Brush & Roller	$ 22.67	14.04
Drywall	$ 22.84	14.04
Paper Hanger	$ 23.07	14.04

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     Stageman; Beltman;
     Steelman; Elevator Shaft;
     Bazooka, Boxes and Power
     Sander; Sprayman; Dipping...$ 23.56            14.04
     Steeplejack.................$ 26.82            14.04
-----------------------------------------------------------------
 PAIN0098-002 05/01/2010

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &
WORTH COUNTIES


                                   Rates          Fringes

Painters:
     Brush & Roller..............$ 24.43            11.17
     Sandblaster.................$ 25.43            11.17
     Steeplejack.................$ 27.43            11.17
-----------------------------------------------------------------
 PAIN0203-001 04/01/2010

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT
COUNTIES


                                   Rates          Fringes

Painters:
     Finisher....................$ 19.69            11.06
     Painter.....................$ 19.26            11.49
     Sandblaster, High Man,
     Spray Man, Vinyl Hanger,
     Tool Operator...............$ 20.26            11.49
-----------------------------------------------------------------
 PAIN1265-003 09/01/2011

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,
PULASKI AND TEXAS COUNTIES


                                   Rates          Fringes

Painters:
     Brush and Roller............$ 24.25            11.71
     Floor Work..................$ 24.75            11.71
     Lead Abatement..............$ 26.50            11.71
     Spray.......................$ 25.75            11.71
     Structural Steel,
     Sandblasting and All Tank
     Work........................$ 25.50            11.71
     Taping, Paperhanging........$ 25.25            11.71
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* PAIN1292-002 09/01/2011

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES
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	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	$ 27.99	10.39
Brush & Roller.....	$ 23.04	10.39
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	$ 25.04	10.39

Height Rates (All Areas):
Over 60 ft. $0.50 per hour.
Under 60 ft. $0.25 per hour.

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* PAIN1292-003 09/01/2011

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	$ 27.99	10.39
Brush & Roller.....	$ 23.64	10.39
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	$ 25.64	10.39

Height Rates (All Areas):
0ver 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PLAS0518-006 03/01/2011

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 21.76	8.49

PLAS0518-007 04/01/2011

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Cement Masons:.....	$ 28.84	13.63

PLAS0518-011 04/01/2011

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY,

HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 30.28	15.45

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* PLAS0527-001 04/06/2011

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES.....	$ 27.53	14.48
JEFFERSON, ST. CHARLES COUNTIES AND ST.LOUIS (City and County).....	$ 28.70	14.56

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* PLAS0527-004 06/01/2011

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	$ 25.54	14.48

PLAS0908-001 05/01/2010

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	$ 21.15	9.30

PLAS0908-005 03/01/2010

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS, GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	$ 25.08	9.60

PLUM0008-003 06/01/2011

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	$ 36.80	20.41

PLUM0008-017 06/01/2011

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers	$ 34.36	20.41

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* PLUM0045-003 09/01/2011

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters	$ 33.10	18.10

PLUM0178-003 11/01/2010

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters	$ 26.75	14.07

PLUM0178-006 11/01/2010

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under	$ 23.78	14.07
Projects over $750,000	$ 26.75	14.07

PLUM0533-004 06/01/2011

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters	$ 39.58	19.07

PLUM0562-004 07/01/2011

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY,CAMDEN, CAPE GIRARDEAU,CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU,

MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST.FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON,AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts including all piping and temperature control work $7.0 million & under	$ 32.91	17.04
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.25	22.43

PLUM0562-016 07/01/2011

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work $7.0 million & under	$ 32.91	17.04
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.25	22.43

TEAM0013-001 05/01/2010

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 25.84	9.85
GROUP 2	$ 26.00	9.85
GROUP 3	$ 25.99	9.85
GROUP 4	$ 26.11	9.85
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT,		

PERRY, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST.
FRANCOIS, STE. GENEVIEVE,
SCOTT, SHANNON, SHELBY,
STODDARD, TEXAS, WASHINGTON
AND WAYNE COUNTIES)

GROUP 1	$ 26.57	9.85
GROUP 2	$ 26.73	9.85
GROUP 3	$ 26.72	9.85
GROUP 4	$ 26.84	9.85

Truck drivers (FRANKLIN,
JEFFERSON and ST. CHARLES
COUNTIES)

GROUP 1	$ 28.93	9.85
GROUP 2	$ 29.04	9.85
GROUP 3	$ 29.08	9.85
GROUP 4	$ 29.15	9.85

Truck drivers (LINCOLN and
WARREN COUNTIES)

GROUP 1	$ 27.58	9.85
GROUP 2	$ 27.69	9.85
GROUP 3	$ 28.73	9.85
GROUP 4	$ 27.80	9.85

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2010

	Rates	Fringes

Truck drivers (ANDREW,
BARTON, BATES, BENTON,
CALDWELL, CAMDEN, CARROLL,
CEDAR, CHARITON, CHRISTIAN,
CLINTON, COOPER, DADE,
DALLAS, DAVIESS, DEKALB,
DOUGLAS, GREENE, HENRY,
HICHKORY, HOWARD, JASPER,
LACLEDE, LAWRENCE, LINN,
LIVINGSTON, MONITEAU, MORGAN,
NEWTON, PETTIS, POLK,
RANDOLPH, ST. CLAIR, SALINE,
VERNON, WEBSTER AND WRIGHT

COUNTIES)
GROUP 1.....$ 26.27 9.85
GROUP 2.....$ 26.43 9.85
GROUP 3.....$ 26.42 9.85
GROUP 4.....$ 26.54 9.85
Truck drivers: (ATCHISON,
BARRY, GENTRY, GRUNDY,
HARRISON, HOLT, MCDONALD,
MERCER, NODAWAY, OZARK,
STONE, SULLIVAN, TANEY AND
WORTH COUNTIES)
GROUP 1.....$ 25.54 9.85
GROUP 2.....$ 25.70 9.85
GROUP 3.....$ 25.69 9.85
GROUP 4.....$ 25.81 9.85
Truck drivers; (BUCHANAN,
JOHNSON AND LAFAYETTE
COUNTIES)
GROUP 1.....$ 27.48 9.85
GROUP 2.....$ 27.59 9.85
GROUP 3.....$ 27.63 9.85
GROUP 4.....$ 27.70 9.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245-001 03/25/2010

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service Driver	$ 19.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2010

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 29.21	11.10
GROUP 2	$ 28.64	11.10
GROUP 3	$ 28.12	11.10

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom Truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2010

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 28.605	6.69+a+b+c+d
GROUP 2	$ 28.805	6.69+a+b+c+d
GROUP 3	$ 28.905	6.69+a+b+c+d

a. PENSION: 5/1/2010 - $156.20 per week.
5/1/2011 - $168.70 per week.
5/1/2012 - $182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all

floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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.

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END OF GENERAL DECISION

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SECTION 00800 - SPECIAL CLAUSES

1. REFERENCE DRAWINGS.

a. One set of the reference drawings listed on Drawing No. G-003 INDEX SHEET, SYMBOLS, ABBREVIATIONS & GENERAL LEGEND which cover details of the existing structure, will be included in each set of the contract drawings furnished the Contractor without charge, in accordance with Contract Clause DFARS 252.236-7001. Drawings showing additional details are available for examination at the Dept. of the Army, St. Louis District, Corps of Engineers, St. Louis, Missouri. Additional prints of reference drawings will be furnished the Contractor on request at the cost of reproduction.

b. The stationing and dimensions shown on the contract and reference drawings for the existing structure have been taken from the original contract drawings and the shop drawings for the original construction. The Contractor shall verify all the above stationing and dimensions and shall be responsible for making the new material and work fit the existing conditions.

2. PAY REQUESTS. Pay requests authorized in the Contract Clause entitled "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause entitled "Prompt Payment for Construction Contracts". Pay requests shall be submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation", respectively. All information and substantiation required by the identified contract clauses shall be submitted with the ENG Form 93, and the required certification shall be included on the last page of the ENG Form 93a, signed by an authorized official of the Contractor and dated when signed. The designated billing office is the Office of the Area Engineer.

3. PHYSICAL DATA (APR 1984). FAR 52.236-4. Data and information furnished or referred to below is furnished 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 indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and borings. Information regarding these borings and additional information regarding shear, and other test results are available for inspection upon 48 hours notice at the Dept. of the Army, St. Louis District, Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri. The Government has acquired permits pertaining specifically to this contract. After award a copy of each permit will be provided to the Contractor.

b. Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

c. Transportation Facilities. Railroads and highways serve the general area of the work.

4. RIGHT-OF-WAY. Right-of-way for construction purposes will be furnished by the Government without cost to the Contractor. Where right-of-way for access to a work site is not available over existing public roads,

access through private lands as shown on the contract drawings will be furnished by the Government without cost to the Contractor. The Contractor will be required at its own expense to do all work necessary to make such right-of-way suitable for traveling to and from the work site without interrupting the existing drainage. Upon completion of the contract work, any such access roadway and right-of-way furnished by the Government shall be left in a condition satisfactory to the Contracting Officer.

5. PUBLIC UTILITIES AND PRIVATE IMPROVEMENTS.

a. Unless otherwise specified, shown on the drawings, or stated in writing by the Contracting Officer, the Contractor shall not move or disturb any public utilities or private improvements. Such removals, alterations, and/or relocations, where necessary, will be made by others. The locations shown on the drawings for underground utilities are approximate only. The exact locations of such utilities shall be determined by the Contractor in the field prior to commencing construction operations in their vicinity.

b. The attention of the Contractor is directed to the possibility that public utilities or private improvements may be encountered within the construction limits, some of which may be buried, and the existence of which is presently not known. Should any such utilities or improvements be encountered, the Contractor shall immediately notify the Contracting Officer so that a determination may be made as to whether they shall be removed, relocated, or altered. After such determination is made, the Contractor shall, if so directed by the Contracting Officer, remove, relocate, or alter them as required and an equitable adjustment will be made. In the event the Contracting Officer arranges for such removals, alterations, or relocations to be performed by others, the Contractor shall cooperate with such others during the latters' removal, alteration, or relocation operations.

6. DAMAGE TO WORK. The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause entitled "Permits and Responsibilities." However, if in the judgment of the Contracting Officer any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If in the opinion of the Contracting Officer there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to the Contract Clause entitled, "Changes," of the contract will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment, and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

7. LAYOUT OF WORK (APR 1984). FAR 52.236-17. The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or

indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established or indicated 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.

8. NOT USED

9. PARTIAL PAYMENT. At the discretion of the Contracting Officer, partial payment will be made for equipment delivered and stored on site or off site providing such storage is in accordance with the provisions of these specifications and the Contractor furnishes satisfactory evidence that title to such equipment has been acquired and that it will be utilized on the work covered by these specifications. Partial payment is defined as the invoice amount plus shipping costs. If the equipment is stored off site, the Government shall have the right to inspect the equipment.

10. CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 3 copies. Each certificate shall include the signature and title of an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from responsibility for furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

11. PURCHASE ORDERS. Two copies of all purchase orders for other than stock materials showing the firm names and addresses and list of material shall be furnished to the Contracting Officer or an authorized representative as soon as issued.

12. SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Safety and Health Requirements Manual EM 385-1-1 forms a part of these specifications. 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 as of the effective date of this solicitation. EM 385-1-1 is provided on the St. Louis District web site, however the Contractor shall be responsible for obtaining any changes to the manual, which are available on the above web site.

13. ACCIDENT INVESTIGATIONS AND REPORTING. Refer to EM 385-1-1, Paragraph 01.D. Accidents, involving contractor and/or subcontractor employees performing any work or related work on a USACE project, shall be investigated and reported immediately to the Contracting Officer or authorized Contracting Officer’s representative. This reporting requirement applies to on-site or off-site accidents. Upon receipt of the initial accident report notification, the Contracting Officer shall issue additional guidance concerning continuing project operations which may include a “cease work” directive. If a cease work directive is issued, the Contractor will not be allowed to resume work related to the accident until all conditions of the “cease work” directive are met. After the initial notification, the Contractor

shall ensure a formal investigation is conducted and reports are completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or an authorized representative within one working day after the accident occurs. The accident Investigation report shall be made on ENG Form 3394.

14. ACCIDENT PREVENTION PROGRAM. Refer to Contract Clause FAR 52.236-13 entitled, "Accident Prevention". Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the prework conference, the original and one copy of the Accident Prevention Program shall be submitted to the Contracting Officer for review. A checklist has been included at the end of this section to aid the Contractor in preparing the Accident Prevention Plan. The program shall be prepared in the following format:

a. An executed MVS Form 385-43, Administrative Plan.

b. An executed MVS Form 385-43/2, Hazard Analysis.

c. A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees. Each company employee shall be required to sign the company policy statement of accident prevention to verify that all employees have been informed of the safety program, and such signed statements shall be maintained at the project site.

The Contractor shall not commence physical work at the site until the program has been reviewed and found acceptable by the Contracting Officer, or an authorized representative. At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

15. DAILY INSPECTIONS. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the job site. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

a. Phase(s) of construction underway during the inspection.

b. Locations of areas inspections were made.

c. Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

16. ENVIRONMENTAL LITIGATION.

(a) If the performance of all or any part of the work is ordered by a court of competent jurisdiction to be suspended, delayed, or interrupted as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the

terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the Contract Clause entitled "Suspension of Work".

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

17. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

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
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(5)	(6)	(8)	(6)	(7)	(8)	(8)	(9)	(6)	(6)	(7)	(7)

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC 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 work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)".

18. SUBCONTRACTS. In accordance with the Contract Clause entitled "Subcontracts", the Contractor shall, within seven days after the award of any

subcontract by the Contractor or a Subcontractor, deliver to the Contracting Officer two copies of a completed Standard Form 1413. Both copies must contain the original signatures of both parties.

19. REQUIRED INSURANCE - WORK ON A NON-GOVERNMENT INSTALLATION.

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the following schedule:

(1) Workmen's Compensation. Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance. $100,000

(3) Comprehensive General Liability Insurance.

Bodily Injury - $500,000 per occurrence

(4) Comprehensive Automobile Insurance.

Bodily Injury	-	$200,000 each person
		$500,000 each accident
Property Damage	-	$ 20,000 each accident

b. Within 15 days after receipt of Notice of Award and 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 and shall require subcontractors to provide and maintain the insurance required in paragraph a above. The Contractor shall maintain a copy of all subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. Statements of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
Central Area Office; CEMVS-EC-CA
301 Riverlands Way
West Alton, Missouri 63386

20. PROTECTION OF MATERIAL AND WORK. The Contractor shall at all times protect and preserve all materials, supplies, and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the

Contractor or deducted from any payments due to the Contractor.

21. CONTAMINATION OF WATER. In addition to the requirements set forth in 01130-3.3, Protection of Water Resources, the Contractor shall take positive protective measures to prevent spillage of potential pollutant materials such as fuel, emulsion materials, chemicals etc., from storage containers or equipment, into lakes or tributary waters. Such positive protective measures may include, but are not limited to, the following:

(1) A berm enclosure of sufficient capacity to contain such materials.

(2) Security measures to prevent acts of vandalism which could result in spillage of such materials (fences, guards, etc.).

(3) Storage of such materials in an area where the terrain would preclude leakage into lake or tributary waters.

(4) Utilization of secure Government storage areas if the Contracting Officer indicates such space is available. No storage past immediate needs (2 days) without the consent of the Contracting Officer.

The Contractor shall submit its proposals for implementing the above provisions in accordance with 01130-1.5, Environmental Protection Plan.

22. COMMERCIAL WARRANTY. The Contractor agrees that the standard commercial equipment furnished under this contract shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such equipment, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. The Contractor shall furnish two copies of the warranties to the Contracting Officer.

23. ORDER AND COORDINATION OF WORK. The Contractor may start and complete the work in such order and sequence as desired subject to compliance with the following paragraphs:

a. The Contractor shall begin stone protection work at station 5+00 and continue downstream. The contractor shall not excavate more than 100 feet ahead of placing the proposed riprap.

b. The Contractor shall provide the City of Valley Park a minimum of forty eight hours advance notice prior to commencement of any work. The Contractor shall also coordinate access onto the levee with the levee district at the contact information provided below:

Valley Park Flood Protection Project
320 Benton Street
Valley Park, MO 63088

Gerald Martin 314-565-4086
Backup: Dave Cusack 636-225-9029

c. The Contractor shall contact the St Louis County Department of Highways and Traffic for any temporary lane closures and haul permit.

St. Louis County Department of Highways and Traffic
James Knoll (Civil Plan Review Supervisor)

314-615-8554
For Construction on Highway ROW Inspection:
Charles Thein
314-615-0210

Saint Louis County Department of Highways and Traffic
Attention: Special Use Permit Section
121 S. Meramec Avenue
Saint Louis, Missouri 63105
(314) 615-8516 (7:30 a.m. - 4:30 p.m., Monday-Friday)

d. Before beginning any construction activities, the Contractor shall videotape the existing condition of all roads to be used in the hauling operation. The Contracting Officer's Representative will be present during all videotaping. Representatives of the City of Valley Park will be present when videotaping roads under City maintenance. Two copies of the tape shall be provided to the representatives present.

e. Contractor shall notify all utilities 24 hours in advance prior to any and all excavation.

f. All public roads used for hauling borrow from the borrow pits and/or engineered fill shall be cleaned from roads on a daily basis.

g. The Contractor shall coordinate and abide to regulations with Union Pacific Railroad as herein specified in 00800 section 25.

h. River Stage Limitations. Construction operations shall not be started unless the Valley Park gage is below 0.5 ft flood level and is expected to stay steady or fall. Construction to install stone protection shall not be started if more than 1’ of water is in fishpot creek and the water levels are expected to rise. Prior to commencing excavation, the Contractor shall request approval of the Contracting Officer. Construction operations may be prevented due to high Meramec River stages. The Contractor shall examine the National Weather Service 3-day forecast to be alerted to possible high river stages and to prepare for preventing damage to already completed work. At high river stages, the Contractor may be directed by the Contracting Officer to perform emergency actions to prevent damage to work-in-place under this contract. The Contracting Officer will determine the extent of the delay to the work due to high river stages and the time fixed for completion of the contract will be extended for the period of the delay in accordance with SECTION 00700, Contract Clause entitled “Default”.

i. Due to historical weather conditions, construction operations shall not be started until June. However, if conditions are dry enough, the Contracting Officer may direct that work can be started prior to June.

j. The Contractor shall complete all work shown on the drawings within 120 calendar days of notice to proceed.

24. AS-BUILT DRAWINGS.

a. "As-Built" Contract Drawings. The Contractor shall maintain a separate set of full-size contract drawings, marked up in red, to indicate as-built conditions. Each as-built contract drawing shall include the Contract Number (W912P9-XX-C-XXXX) associated with the contract. These drawings shall be maintained in a current condition at all times until completion of the work and shall be available for review by Government personnel at all times. All

variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. Upon completion of the work, two (2) sets of the marked-up hard copy drawings as well as a scanned copy of the marked-up drawings in pdf format shall be furnished to the Contracting Officer prior to acceptance of the work. The Government will withhold two percent of the total bid price of the items for which as-built contract drawings have not been submitted.

b. "As-Built" Shop Drawings. Upon completion of items of work, the Contractor shall revise the shop drawings to show "as-built" conditions. The notation "Revised to show 'as-built' conditions" shall be placed in red in the lower right corner of each drawing along with the initials of a responsible company representative. Each as-built shop drawing or catalog cut shall be identified by the Contract Number (W912P9-XX-C-XXXX) associated with the contract, and corresponding transmittal number from ENG Form 4025. "As-built" shop drawings of each Contractor-prepared construction drawing should be prepared as soon as possible after the construction detailed on a given drawing has been completed. After the "as-built" shop drawings have been prepared as described above and within 15 days after the contract completion date, the Contractor shall submit four (4) complete sets of as-built shop drawings, including catalog cuts, to the Contracting Officer. The Government will withhold two percent of the total bid price of the item for which as-built shop drawings have not been submitted.

25. WORK ADJACENT TO RAILROADS. In as much as this contract contemplates work on or about the premises of Union Pacific Railroad Company (UP), hereinafter referred to as "the Railroad", the Contractor shall comply with the following:

a. Notify the Railroad, in writing, at least 30 days in advance of commencing work adjacent to or on the Railroad's property and obtain approval as to its methods of construction and operations.

b. All such work shall be fully coordinated with the operations of the Railroad.

c. In performing such work, all established pertinent regulations and requirements of the Interstate Commerce Commission and the Railroad shall be closely adhered to.

d. All work adjacent to or on the Railroad's property shall be performed so as not to interrupt or delay the operation of trains over the tracks in use, or to interfere with communications and signal lines adjacent to said tracks or upon said premises, except under arrangements effected between the Contractor and the Railroad. During the progress of such work, the Contractor shall contact and maintain liaison with such of the Railroad's officers or representatives as shall be designated by the Railroad so as to ascertain the time of passage of trains at the site of the work, and to clear the Railroad's tracks and facilities of men, equipment, and obstructions to permit free flow of railroad traffic.

e. The Contractor shall, at all times during the period of construction, keep the Railroad's tracks and roadbed free of earth, mud, rocks, materials, or debris that might be caused to accumulate thereon during progress of the work.

f. The Contractor shall not store or pile any materials, supplies, or equipment closer than 12 feet to the nearest rail of the Railroad's tracks over which trains are currently being operated.

g. The Contractor shall at all times keep covered any pits or openings near or under the Railroad's tracks over which trains are currently being operated, except during the time required for actual operations in making such pits or openings and performing work therein.

h. No crossing of any track or tracks shall be installed nor any vehicles or equipment operated over or across any tracks or under or within 15 feet of any communication, signal, or power lines of the Railroad without the prior consent of the Superintendent of the Railroad. Temporary track crossings, by agreement with the Superintendent of the Railroad, shall be installed by Railroad forces at the Contractor's expense.

i. The Contractor will be responsible for the furnishing of such flagmen, watchmen, or other protective devices prescribed by established regulations of the Railroad and the Interstate Commerce Commission as are required by the Railroad to safeguard its operations and its employees during the Contractor's work.

j. The Railroad may, without expense to the Contractor, maintain a resident engineer and inspectors at all times when work is being performed by the Contractor on or adjacent to the right-of-way of the Railroad and/or construction of new track. When, in the opinion of such engineer or inspector, any work is being performed which may interfere with or endanger Railroad traffic, or whenever any work is being performed within 24 feet of any operating track of the Railroad or any excavation made so that the top of the slope on a 1-1/2V to 1H slope will be within 12 feet of any track, flagmen may be maintained by the Railroad at the Contractor's expense. Before any such work is performed, the Contractor shall contact the Railroad Company's Superintendent, arrange for such flagmen, who shall be employees of the Railroad Company, and deposit with the Railroad Company the estimated cost of such flagging service, any excess deposit to be returned to the Contractor upon completion of the work. Such inspectors, flagmen, and engineer will be employees of the Railroad. The inspectors or engineer shall request the Contracting Officer to stop any work which is being performed when, in their opinion, dangerous conditions have developed or are developing because of such work, provided that said inspector shall specifically inform the Contracting Officer and the Contractor as to the nature of such dangerous conditions. After such stoppage of work, the Contractor shall correct the developed conditions and revise its method of operations as required to meet the inspectors' objections and thereafter proceed with the work in a manner approved by the Railroad and the Contracting Officer.

26 THRU 31. NOT USED.

32. STONE SOURCES.

a. On the basis of information and data available to the Contracting Officer, stone meeting the quality requirements of these specifications has been produced from the sources listed at the end of these Special Clauses.

b. Stone may be furnished from any of the currently listed sources or, at the option of the Contractor, may be furnished from any other source designated by the Contractor and accepted by the Contracting Officer, subject

to the conditions hereinafter stated.

c. It is the Contractor's responsibility to determine that the stone source or combination of sources selected are capable of supplying the quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work.

d. After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which stone will be furnished. If the Contractor proposes to furnish stone from a source not currently listed, only a single additional source for stone may be designated. Samples for acceptance testing shall be provided as required by SECTION-02270. If a source for stone so designated by the Contractor is not accepted for use by the Contracting Officer, the Contractor may not propose other sources but shall furnish the stone from a source listed at no additional cost to the Government.

e. Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels when such materials are unsuitable for stone as determined by the Contracting Officer. Materials produced from a listed or unlisted source shall meet all the requirements of SECTION 02270, of the Technical Provisions of these specifications.

33. NOT USED.

34. PARTNERING. In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and partnership will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by all parties and will be shared equally with no change in contract price.

35. CONTRACTOR PERFORMANCE EVALUATIONS. In accordance with the provisions of Subpart 36.201(Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor’s performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts awarded at or above $100,000.00, the USACE will evaluate contractor’s performance and prepare a performance report using the Construction Contractor Appraisal Support System (CCASS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CCASS requires specific software, called PKI certification, which is installed on the user’s computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately $110 - $125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: http://www.cpars.navy.mil/. If the Contractor wishes to participate in the performance evaluation process, access to CCASS and PKI certification is the sole responsibility of the Contractor.

36. SECTION 8(a) DIRECT AWARD. DFARS 252.219-7009

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA office is:

US Small Business Administration
Eastern Missouri District Office
20 North Broadway, Suite 1500
St. Louis, MO 63102

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA’s 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

37. CHANGES IN PERFORMANCE OF WORK AS NEGOTIATED. The Contractor shall beforehand notify the Contracting Officer, in writing, of any change or substitution in utilization of a subcontractor, supplier, etc., from that which was relied on by the Government during the cost and pricing negotiation. Such notification shall include: 1) the name of the new subcontractor, supplier, etc.; 2) the work to be performed or material supplied; 3) the reason for the substitution and; 4) whether the Contractor's costs will remain the same, increase, or decrease as a result of the change. This notification shall also be applicable if the change results in work to be performed or material or equipment to be supplied by the Contractor.

xxx

November 2006

STONE SOURCES

ST. LOUIS DISTRICT

Source No.	Producer	MRM*	Lat.	Long.
1.	Tower Rock Stone Co., Ste Genevieve MO.	127.6	38N	90W
2.	Plattin Quarry, Ste. Genevieve, MO.	139.0	38N	90W
3.	Mississippi Lime Quarry, Ste. Genevieve, MO.	155.0	38N	90W
4.	Barnhart Limestone Inc., Barnhart, MO.	156.0	38N	90W
5.	Bussen Quarry, St. Louis County, MO.	168.0	38N	90W
6.	Bellefontaine Quarry, Fort Bellefontaine, MO.	8.0**	38N	90W
7.	Fort Belle Quarry, Ft. Bellefontaine, MO.	7.0**	38N	90W
8.	Calhoun Quarry, Batchtown, IL.	241.0	38N	90W
9.	Wayne Smith Quarry, Louisiana, MO.	281.0	39N	91W
10.	Anna Quarry, Anna, IL.		37N	89W
11.	Bussen Quarry, Eureka, MO.		38N	90W
12.	Calender Quarry, Pittsfield, IL.		39N	90W
13.	Central Stone Quarry #1, Huntington, MO.		39N	91W
14.	Central Stone Quarry #9, Perry, MO.		39N	91W
15.	Central Stone Quarry #33, Florence, IL.		39N	91W
16.	Columbia Quarry Co. #15, Cypress, IL.		37N	89E
17.	Char1eston Stone Co., Charleston, IL.		39N	88W
18.	Columbia Quarry #1, Columbia, IL.		38N	90W
19.	Columbia Quarry #9, Dupo, IL.		38N	90W
20.	Falling Spring Quarry Co., Falling Springs, IL.		38N	90W
21.	Magruder Quarry, Troy, MO.		38N	90W

Source No.	Producer	MRM*	Lat.	Long.
22.	Fred Weber Inc., Winfield MO.		38N	90W
23.	Bluff City Mineral, E. Alton, IL.		38N	90W
24.	Columbia Quarry Co. #7, Waterloo, IL.		38N	90W
25.	Seminole Ag. Lime Co., Dexter, MO.		37N	90W
26.	S-S-S Inc., New London, MO.		39N	91W
27.	South East MO. Stone Co., Cape Girardeau, MO.		37N	89W
28.	Base Rock Mineral, (formally know as Resco, Inc.) Bonne Terre, MO.		37N	90W
29.	Williamsville Stone Co., Poplar Bluff, MO.		36N	90W
30.	Nokomis Quarry, Nokomis, IL.		39N	89W
31.	Brickeys Stone Co., Bloomsdale, MO.	136.0	38N	90W
32.	Martin Marietta Aggregate, Perryville, MO.		37N	89W

* Mississippi River Mile

** Missouri River Mile

ACCIDENT PREVENTION PLAN REVIEW CHECKLIST

Contract No.: _____

Description: _____

Transmittal #: _____

PLAN IS (circle one): **Acceptable** **Unacceptable - see below**

ITEMS **REQUIRED** IN ACCIDENT PREVENTION PLAN (CIRCLE AS APPLICABLE):
(NOTE: If any statement in a REQUIRED plan or section = N, then the plan is UNACCEPTABLE.)

LEGEND:					
Y = Yes	**N** = No	**A** = Acceptable	**U** = Unacceptable	**R** = Required	**NR** = Not Required

1. SIGNATURE SHEET *(REQUIRED)*

Y N a. Includes the name, signature, and title of the Plan Preparer (corporate safety staff person, QC).

Y N b. Includes the name, signature, and title of the Plan Approver, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist, a Certified Safety Professional may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants).

Y N c. Includes the name(s), signature(s), and title(s) for Plan Concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC.

2. BACKGROUND INFORMATION *(REQUIRED)*

Y N a. Includes the Contractor Name.

Y N b. Includes the Contract Number.

Y N c. Includes the Project Name.

Y N d. Includes the Brief Project Description.

Y N e. Includes the Location of the Project (map).

Y N f. Includes the Contractor Accident Experience (Copy of OSHA 200 Form, or equivalent documentation).

Y N g. Includes the Listing of Phases of Work and Hazardous Activities Requiring an Activity Hazard Analyses (AHA).

3. STATEMENT OF SAFETY AND HEALTH POLICY *(REQUIRED)*

Y N Includes a copy of the corporate safety policy. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES *(REQUIRED)*

Y N a. Includes the identification and job responsibilities of personnel responsible for safety - at both corporate and project level – including their resumes.

Y N b. Includes the lines of authority.

5. SUBCONTRACTORS AND SUPPLIERS *(REQUIRED)* -

Y N a. Includes the identification of subcontractors and suppliers (if known).

Y N b. Includes the means of controlling and coordinating subcontractors and suppliers.

Y N c. Includes the safety responsibilities of subcontractors and suppliers.

Y N d. Includes the method of addressing subcontractor safety plans.

6. TRAINING *(REQUIRED)*

Y N a. Includes the list of subjects to be discussed with employees at safety indoctrination.

Y N b. Includes the list of mandatory training and certifications applicable to this project.

Y N c. Includes the identity requirements for emergency response training.

Y N d. Includes the outline requirements (who attends, when given, who will conduct, etc.) for supervisory and employee safety training (meetings).

Y N e. Includes the list of names and dates of first aid and CPR training for at least two (2) employees on site.

7. SAFETY AND HEALTH INSPECTIONS *(REQUIRED)*

Y N a. Includes the name(s) of individual(s) responsible for conducting safety inspections.

Y N b. Indicates when inspections will be conducted (minimum every two (2) weeks).

Y N c. Furnished sample forms upon which inspections will be recorded.

Y N d. Indicated deficiency tracking system and follow-up procedures.

Y N e. Includes Any external inspections/certifications which may be required.

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE *(REQUIRED)*

Y N a. Includes the company's written safety program goals, objectives, and accident experience goals.

Y N b. Includes a brief description of the company's safety incentive programs (if any).

Y N c. Includes the policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements).

Y N d. Includes the 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 *(REQUIRED)*:

Y N a. The plan identifies who shall complete the Exposure data (man-hours worked), how, and when.

Y N b. The plan identifies who shall complete accident investigations, reports, and logs. how, and when.

Y N c. The plan identifies who shall make immediate notification of major accidents how, and when.

10. MEDICAL SUPPORT *(REQUIRED)*

Y N a. On-site medical support is completely addressed.

Y N b. Off-site medical arrangements are completely addressed.

Y N c. Approximate driving time to nearest hospital or emergency physician is included.

11. PERSONAL PROTECTIVE EQUIPMENT *(REQUIRED)*

Y N a. Plan includes procedures identifying who will be conducting hazard assessments.

Y N b. Plan includes procedures identifying when hazard assessments will be conducted.

Y N c. Plan includes procedures identifying how hazard assessments will be conducted.

Y N d. Plan includes how the contractor will ensure users of personal protective and safety equipment (PPE) are trained to know the following: when PPE, and what PPE, is necessary; how properly to don, doff, adjust, and wear PPE; limitations of the PPE; and proper care, inspection, testing, maintenance, useful life, storage, and disposal of the PPE.

Y N e. Includes a procedure for when the employer has reason to believe that any affected employee who has been trained does not have the understanding and skill required of the training, the employer shall retrain the employee.

Y N f. Includes a written certification that identifies the name of each employee trained, the date(s) of the training, and the subjects taught.

12. PLANS (PROGRAM, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (to be added by appendix to the plan as applicable to this project; see APPENDIX "A" for specific paragraph references) (ACCEPTABLE / UNACCEPTABLE / NOT REQUIRED)

A U NR a. Written hazard communications program

Y N 1.) Addresses training (to include potential safety and health effects from exposure).

Y N 2.) Addresses OSHA-compliant labeling of containers.

Y N 3.) Addresses current inventory of hazardous chemicals on site.

Y N 4.) Addresses the location and use of Material Safety Data Sheets (MSDSs).

Y N 5.) Addresses when hazardous substances are brought onto the job site, how all employees potentially exposed to the substance will be advised of information in the MSDS for the substance.

Y	**N**	6.) Includes a method to ensure a copy of the MSDS for each hazardous substance at the project will be maintained in an inventory and will be provided to the designated authority and made available to all potentially exposed employees.
Y	**N**	7.) Includes an emergency response inventory that shall include the approximate quantities (e.g., liters, kilograms, gallons, pounds) that will be on site at any given time.
Y	**N**	8.) Includes a current site map attached to the inventory showing where inventoried hazardous substances are stored.
Y	**N**	9.) Includes a method to ensure the inventory and the site map will be updated as frequently as necessary to ensure accuracy.

Fire		Severe Weather		Spills		Marine Emergencies*		
						R	**NR**	b. Emergency response plan
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	1.) Is in writing.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	2.) Includes a method for reviewing with all affected employees.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	3.) Includes a test procedure to ensure their effectiveness.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	4.) Includes escape procedures and routes.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	5.) Includes critical plant operations.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	6.) Includes employee accounting following an emergency evacuation.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	7.) Includes rescue and medical duties.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	8.) Includes a means of reporting emergencies.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	9.) Includes persons to be contacted for information or clarification.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	10.) Is integrated with off-site emergency support.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	11.) Includes a process of evaluation of operations, materials, and equipment involving potential exposure to hazardous substances, agents, or environments by a qualified industrial hygienist, or other competent person, to formulate a hazard control program.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	12.) Includes a method to ensure that the hazard evaluation program is approved by the designated authority before the start of operations.
Y	**N**	**Y**	**N**	**Y**	**N**	**Y**	**N**	13.) Includes a method to ensure that emergency phone numbers are conspicuously placed for all employees to access.

* = Fire, sinking, flooding, man overboard, severe weather, hazardous material incidents

A	U	NR		
			c.	Wildfire prevention plan
	Y	N	1.)	The plan has provisions to ensure annual updating.
	Y	N	2.)	The plan includes an analysis of wildfire causes and special fire hazards and risks.
	Y	N	3.)	The plan includes proposed measures to reduce fire occurrence and decrease fire damage.
	Y	N	4.)	The plan includes procedures for public education and fire prevention sign posting (including procedures for keeping the public informed of the current fire danger rating).
	Y	N	5.)	The plan includes provisions for cooperative efforts with all other neighboring fire protection agencies/organizations.

A	U	NR		
			e.	Layout plans (04.A.01)
	Y	N	1.)	Includes temporary construction buildings.
	Y	N	2.)	Includes facilities.
	Y	N	3.)	Includes fencing.
	Y	N	4.)	Includes access routes.
	Y	N	5.)	Includes anchoring systems for temporary structure.
	Y	N	6.)	Ensures temporary facility spacing meets the requirements of 09.A.17 and 09.A.18.
	Y	N	7.)	Ensures temporary power distribution approval requirements of Section 11are met.
	Y	N	8.)	Ensures temporary ramp, trestle, scaffold, and platform approval requirements of Sections 21 and 22 are met.

A	U	NR		
			f.	Written respiratory protection plan (05.E.01). The program shall be in accordance with the requirements contained in this section, the OSHA respirator standards, ANSI Z88.2, *NIOSH Respirator Decision Logic* (Department of Health and Human Services NIOSH Publication No. 87-108) and, for work around identified or suspected military chemical agent operations, AR 11-34.
	Y	N	1.)	The program is site specific.
	Y	N	2.)	Includes the selection of respiratory protective equipment.
	Y	N	3.)	Includes the fit testing of respiratory protective equipment.
	Y	N	4.)	Includes the use of respiratory protective equipment.
	Y	N	5.)	Includes the maintenance of respiratory protective equipment.
	Y	N	6.)	Includes the storage of respiratory protective equipment.
	Y	N	7.)	Includes the training requirements for personnel required to use respiratory protective equipment.
	Y	N	8.)	Includes a method to determine if employees are physically and medically qualified to wear respiratory protection devices.

A	**U**	**NR**	g.	Health hazard control program (06.A.02)
	Y	**N**	1.)	Includes a method to ensure all operations, materials, and equipment will be evaluated to determine the presence of hazardous environments or if hazardous or toxic agents could be released into the work environment.
	Y	**N**	2.)	The activity and/or position hazard analysis is used for the evaluation. If so, the analyses shall identify all substances, agents, and environments that present a hazard and recommend hazard control measures.
	Y	**N**	3.)	The analyses identifies that it serves as certification of hazard assessment.
	Y	**N**	4.)	The analysis identifies the workplace and activity evaluated.
	Y	**N**	5.)	The analysis identifies the name of the person certifying that the evaluation has been performed.
	Y	**N**	6.)	The analysis identifies date of the evaluation.
	Y	**N**	7.)	The analyses identifies operations, materials, and equipment involving potential exposure to hazardous substances, agents, or environments and that they shall be evaluated by a qualified industrial hygienist, or other competent person, to formulate a hazard control program.
	R	**NR**	h.	Lead abatement plan (06.B.05 & specifications) Submit to District Safety and Occupational Health Manager for review.
	R	**NR**	i.	Asbestos abatement plan (06.B.05 & specifications) Submit to District Safety and Occupational Health Manager for review.
A	**U**	**NR**	j.	Abrasive blasting (06.H.01) Submit to District Safety and Occupational Health Manager for review.
	Y	**N**	1.)	Includes an employee-monitoring program.
	Y	**N**	2.)	Includes an air-monitoring program.
	Y	**N**	3.)	Includes a medical surveillance program.
	Y	**N**	4.)	Includes training requirements.
	Y	**N**	5.)	Includes use of personal protective devices.
	Y	**N**	6.)	Includes use of personal protective clothing.
	Y	**N**	7.)	Includes use of personal hygiene facilities and practices.
	Y	**N**	8.)	Includes use of engineering controls.
	Y	**N**	9.)	Includes itinerant work practices.
	Y	**N**	10.)	Includes use of abrasive blasting requirements from 29 CFR 1910.94(a).
	Y	**N**	11.)	Includes housekeeping program.

A	U	NR		
			k.	Confined space (06.I)
	Y	N	1.)	At each facility or activity, the contractor has designated a competent person to evaluate the potential for permit-required confined spaces (PRCSs).
	Y	N	2.)	Each facility or activity has developed a process to complete an evaluation to identify PRCSs using the procedures and decision logic presented in EM 385-1-1, Figure 6-1.
	Y	N	3.)	The project is PRCS free. [If the answer is no, continue with rest of the questions; if it is yes, go to the next section(hazardous energy control plan).]
	Y	N	4.)	The Program identifies where a list of confined spaces (permit-required and non-permit required) will be maintained on site and how it will be updated as new confined spaces are discovered.
	Y	N	5.)	Includes how confined spaces will be reevaluated whenever they or their characteristics change in a way that could lead to reclassification as a PRCS.
	Y	N	6.)	The contractor, as part of its PRCS program, will explain how it will provide, maintain, and assure the proper use of testing and monitoring equipment.
	Y	N	7.)	The contractor, as part of its PRCS program, will explain how it will provide, maintain, and assure the proper use of ventilating equipment needed to obtain acceptable entry conditions communications equipment.
	Y	N	8.)	The contractor, as part of its PRCS program, will explain how it will provide, maintain, and assure the proper use of PPE used where engineering controls and work practices do not adequately protect USACE personnel.
	Y	N	9.)	The contractor, as part of its PRCS program, will explain how it will provide, maintain, and assure the proper use of lighting equipment.
	Y	N	10.)	The contractor, as part of its PRCS program, will explain how it will provide, maintain, and assure the proper use of equipment, such as ladders, needed for safe ingress and egress by authorized entrants.
	Y	N	11.)	The contractor, as part of its PRCS The contractor, as part of its PRCS program, will explain how it will provide, maintain, and assure the proper use of rescue and emergency equipment.
	Y	N	12.)	Program, will explain how it will provide, maintain, and assure the proper use of any other equipment necessary for safe entry into and rescue from permit spaces.
	Y	N	13.)	Includes a system for the preparation, issuance, use, and cancellation of PRCS entry permits (ENG Form 5044-R).
	Y	N	14.)	The program includes plans and procedures for summoning rescue and emergency services, for rescuing entrants from PRCSs, and for preventing unauthorized personnel from attempting a rescue.
	Y	N	15.)	The program includes employee training requirements, instructor certification, date of training and personnel receiving the training.
	Y	N	16.)	Includes practice training where each member of the rescue team/emergency makes practice PRCS rescues at least once every 12 months. That simulate the configurations and hazards of the PRCS from which rescue is to be performed.
	Y	N	17.)	Includes all aspects of off-site rescue and emergency services.

A	U	NR		
			l.	Hazardous energy control plan (lockout/tagout) (12.A.07)
	Y	N		(1) Includes a statement of the intended use of the procedure.
	Y	N		(2) Includes a means of coordinating and communicating hazardous energy control activities.
	Y	N		(3) Includes procedural steps and responsibilities for shutting down, isolating, blocking, and securing systems to control hazardous energy.
	Y	N		(4) Includes procedural steps and responsibilities for the placement, removal, and transfer of lockout and tagout devices.
	Y	N		(5) Includes procedural steps and responsibilities for placing and tagging, and moving or removing and untagging, protective grounds.
	Y	N		(6) Includes requirements for testing the system to verify the effectiveness of isolation and lockout and tagout devices.
	Y	N		(7) Includes a description of any emergencies which may occur during system lockout or tagout and procedures for safely responding to those emergencies.
	Y	N		(8) Includes requirements when authority for removal of hazardous energy control devices must be transferred from the authorized employee to another individual, and the names of the individuals qualified for receiving such transfer.

A	U	NR		
			m.	Critical lift procedures (16.C.17)
	Y	N		1.) Critical lift procedure requires the plan to be prepared and documented before the lift by the crane operator, lift supervisor, and rigger.
	Y	N		2.) The critical lift procedure requires copy be provided to the designated authority.
	Y	N		3.) The critical lift procedure requires that the plan shall be reviewed and signed by all personnel involved with the lift.
	Y	N		4.) The critical lift procedure requires the plan to specify the exact size and weight of the load to be lifted and all crane and rigging components which add to the weight. The manufacturer's maximum load limits for the entire range of the lift, as listed in the load charts, shall also be specified.
	Y	N		5.) The critical lift procedure requires the plan to specify the lift geometry and procedures, including the crane position, height of the lift, the load radius, and the boom length and angle, for the entire range of the lift.
	Y	N		6.) The critical lift procedure requires the plan to designate the crane operator, lift supervisor and rigger and state their qualifications.
	Y	N		7.) The critical lift procedure requires the plan to include a rigging plan which shows the lift points and describes rigging procedures and hardware requirements.
	Y	N		8.) The critical lift procedure requires the plan to describe the ground conditions, outrigger or crawler track requirements, and, if necessary, the design of mats, necessary to achieve a level, stable foundation of sufficient bearing capacity for the lift. For floating cranes or derricks, the plan describes the operating base (platform) condition and any potential list.

	Y	N	9.) The critical lift procedure requires the plan to list environmental conditions under which lift operations are to be stopped.
	Y	N	10.) The critical lift procedure requires the plan to specify coordination and communication requirements for the lift operation.
	Y	N	11.) The critical lift procedure requires, for tandem or tailing crane lifts, the plan to specify the make and model of the cranes, the line, boom, and swing speeds, and requirements for an equalizer beam.
A	**U**	**NR**	n. Floating plant contingency plan for severe weather (19.A.03)
	Y	N	1.) The plan is part of the activity hazard analysis.
	Y	N	2.) The plan includes a description of the types of severe weather hazards the plant may potentially be exposed to and the steps which will be taken to guard against the hazards.
	Y	N	3.) The plan includes the time frame for implementing the plan (using as a reference the number of hours remaining for the storm to reach the work site if it continues at the predicted speed and direction), including the estimated time to move the plant to the safe harbor after movement is started.
	Y	N	4.) The plan includes the name and location of the safe location.
	Y	N	5.) The plan includes the name of the vessels which will be used to move any non-self-propelled plant, and their type, capacity, speed, and availability.
	Y	N	6.) The plan includes river gage readings at which floating plant must be moved away from dams, river structures, etc., to safe areas.
	Y	N	7.) The plan includes that USCG approved PFD (type I, II, III, or V) shall be worn by all personnel on decks exposed to severe weather, regardless of other safety devices used.
	Y	N	8.) The plan includes a sufficient number of vessels of adequate size and horsepower, each designed, outfitted, and equipped for towing service, shall be available at all times to move both self- and non self-propelled plant against tides, current, and winds during severe weather conditions.
	Y	N	9.) The plan includes how contractors working in an exposed marine location will monitor the NOAA marine weather broadcasts and will use other local commercial weather forecasting services as may be available.
A	**U**	**NR**	o. Access and haul road plan (21.I.10)
	Y	N	1.) The plan includes equipment usage, traffic density, and hours of operation.
	Y	N	2.) The plan includes road layout and widths, horizontal and vertical curve data, and sight distances.
	Y	N	3.) The plan includes sign and signalperson requirements, road markings, and traffic control devices.
	Y	N	4.) The plan includes drainage controls.
	Y	N	5.) The plan includes points of contact between vehicles and the public, and safety controls at these points of contact.
	Y	N	6.) The plan includes maintenance requirements, including roadway hardness and smoothness and dust control.

	R	NR	p. Demolition plan (engineering and asbestos surveys) (23.A.01) Submit to District Safety and Occupational Health Manager for review.
	R	NR	q. Emergency rescue (tunneling) (26.A.05) Submit to District Safety and Occupational Health Manager for review.
A	U	NR	r. Underground construction fire prevention and protection plan (26.D.01)
	Y	N	(1) The plan defines specific work practices to be implemented for preventing fires.
	Y	N	(2) The plan includes response measures to be taken in case of fire to control and extinguish the fire.
	Y	N	(3) The plan includes required equipment for fire prevention and protection.
	Y	N	(4) The plan includes the personnel requirements and responsibilities for fire prevention and protection.
	Y	N	(5) The plan includes the requirements for daily and weekly fire prevention and protection inspections.
	Y	N	(6) The plan includes how it will be incorporated in either the accident prevention plan or the activity hazard analysis and posted at the job site.
	Y	N	(7) The plan includes how it will be reviewed with all affected personnel as often as is necessary for them to maintain a working knowledge of emergency responsibilities and procedures.
A	U	NR	s. Underground construction compressed air plan (26.I.01)
	Y	N	1.) The plan includes requirements for a medical lock and its operation.
	Y	N	2.) The plan includes an identification system for compressed air workers.
	Y	N	3.) The plan includes communications system requirements.
	Y	N	4.) The plan includes requirements for signs and record keeping.
	Y	N	5.) The plan includes special compression and decompression requirements.
	Y	N	6.) The plan includes man lock and decompression chamber requirements.
	Y	N	7.) The plan includes requirements for compressor systems and air supply.
	Y	N	8.) The plan includes ventilation requirements.
	Y	N	9.) The plan includes electrical power requirements.
	Y	N	10.)The plan includes sanitation considerations.
	Y	N	11.)The plan includes fire prevention and fire protection considerations.
	Y	N	12.)The plan includes requirements for bulkheads and safety screens.
	R	NR	t. Formwork and shoring erection and removal plans (27.B.02) Submit to District Safety and Occupational Health Manager for review.

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A	U	NR		
			u.	Lift slab plans (27.D.01)
	Y	N	1.)	Lift-slab operations are planned and designed by a registered engineer or architect.
	Y	N	2.)	Plans and designs include detailed instructions and sketches indicating the prescribed method of erection.
	Y	N	3.)	Includes a requirement to submit the plans and designs to the Designated Authority for review.
	R	NR	v.	SHP and SSHP
				Submit to District Safety and Occupational Health Manager for review.
A	U	NR	w.	Blasting plan (29.A.01)
	Y	N	1.)	The plan includes a method to obtain permission in writing from the Government's designated authority before explosive materials are brought on the job site (periodic replenishment of approved supplies does not require written approval).
	Y	N	2.)	The plan includes a list the names, qualifications, and responsibilities of personnel involved with explosives.
	Y	N	3.)	The plan delineates the contractor's requirements for handling, transportation, and storage of explosives.
	Y	N	4.)	The plan includes loading procedures.
	Y	N	5.)	The plan includes safety signals.
	Y	N	6.)	The plan includes danger area clearance.
	Y	N	7.)	The plan includes methods for securing the site.
	Y	N	8.)	The plan includes vibration and damage control.
	Y	N	9.)	The plan includes post-blast inspection and misfire procedures.
	Y	N	10.)	The plan includes post-blast ventilation requirements.
A	U	NR	x.	Diving plan (30.A.13)
	Y	N	1.)	The plan includes the names and duties of dive team members, including diving supervisor.
	Y	N	2.)	The plan includes the date, time, and location of the dive operation.
	Y	N	3.)	The plan includes the diving mode to be utilized (SCUBA, surface-supplied air, etc.), giving a description of the backup air supply.
	Y	N	4.)	The plan includes the nature of work to be performed by the divers and requirements for inspections.
	Y	N	5.)	The plan includes the surface and underwater conditions, to include visibility, temperature, thermal protection, and currents.
	Y	N	6.)	The plan includes the activity hazard analysis for each phase of work, to include the hazards associated with flying after diving.

Y N 7.) The plan includes the maximum depth and bottom time (altitude adjustments to dive tables shall be made for dives made at altitudes of 300 m (1000 ft) or more above sea level).

Y N 8.) The plan includes the emergency management plan, to include emergency procedures, means of notification, telephone numbers (for ambulance, doctors, and recompression chamber), and locations of evacuation route, nearest USCG rescue center, and emergency assistance.

Y N 9.) The plan includes the lockout/tagout procedures, including procedures for dealing with differential water pressures due to unequal water elevations.

Y N 10.) The plan includes the equipment certification, procedures, and checklists and requirements for special tools and equipment.

Y N 11.) The plan includes the following statement: "If for any reason the dive plan is altered in mission, depth, personnel, or equipment, the USACE Command Diving Coordinator (UDC) at the district level shall be contacted and shall review any revision prior to actual operation."

A U NR y. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force)

Y N 1.) The program includes the following, or appropriate alternatives, employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources.

Y N 2.) The program includes the following, or appropriate alternatives, supervisory training to assist in identifying and addressing illegal drug use by Contractor employees.

Y N 3.) The program includes the following, or appropriate alternatives, provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues.

Y N 4.) The program includes the following, or appropriate alternatives, provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis.

Y N 5.) The program includes the following, or appropriate alternatives, appropriate personnel procedures to deal with employees who are found to be using drugs illegally. (Provisions of this clause pertaining to drug testing programs does not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.).

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.

REMARKS:

Signature of Reviewer _____ Date review completed_____

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ACCIDENT PREVENTION PROGRAM
ADMINISTRATIVE PLAN

EM385-1-1 (Sep 08)

Accepted copy must be at work site!

1. Contractor	2. Contract Name & No.		3. Date
4. Project Superintendent	5. Shift/day	5a. Hours/shift	5b. Maximum employees/shift
5c. Describe major scope of work and location:			
6a. Training - List subjects to be discussed with employees in safety indoctrination.			
6b. TRAINING - List mandatory training and certifications that are applicable to this project (e.g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, boat captains etc. (List the SSHO and attached a copy of OSHO training Certification)			
6c. List major equipment i.e. cranes, dozers, vessels etc.			
6d. List special equipment i.e. radioactive equipment (Moisture Density Gage) etc.			
7. Responsibility & Authority - Who is responsible for safety? Project: Corporate: Line of Authority?			
8. Who will conduct safety inspection?	8a. How?		8b. When?
9a. Is safety & health policy attached?	9b. Is safety program attached?		9c. Day & hour weekly safety meeting to be held:
10. How will subcontractor & supplies be controlled?	11. What are their safety responsibilities?		

ACCIDENT PREVENTION PROGRAM
ADMINISTRATIVE PLAN

EM385-1-1 (Sep 08)

Accepted copy must be at work site!

12. Who will report accidents, exposure data?

13. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements:

14. Outline procedures for conducting hazard assessments & written certification of PPE	Who?	When?	How?

15. Names of first aid attendants having certificates	Type of certificate & expiration date	Names of USCG licensed boat operators. Type licence & expiration date.

ACCIDENT PREVENTION PROGRAM
ADMINISTRATIVE PLAN

EM385-1-1 (Sep 08)

Accepted copy must be at work site!

Proposed layout of temporary buildings and facilities (including subcontractors) and traffic patterns including access roads, haul roads, R.R.s. utilities, etc.

The _____ will pursue a positive program of training, inspections
(Company)
and hazard control throughout the term of this contract. Mr./Ms. _____ has

responsibility and authority for enforcing them.

_____ _____ _____

Contractor's Signature Date C.O.R. Signature and Date

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ACCIDENT PREVENTION PROGRAM
CONTRACTOR ACTIVITY HAZARD ANALYSIS
USACE, St. Louis District

1. Contract No.	2. Contract Name	3. Contract Administrator:
4. Date	5. Location	6. Estimated Start Date
7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS
10. EQUIPMENT TO BE USED	11. INSPECTION REQUIREMENTS	12. TRAINING REQUIREMENTS
Contractor/Superintendent or Safety Officer (Signature & Date)	Contractor/Project Manager Or Representative (Signature & Date)	

INSTRUCTIONS FOR COMPLETION OF CEMVS Form 385-43/2	
Item Number	Instructions
1.	Self-explanatory
2.	Self-explanatory
3.	The Area, Resident, Project, or Field Office administering the contract.
4.	Date Hazard Analysis is prepared.
5.	Location of contract or where activity is to be performed.
6.	Estimated start date of the activity being analyzed.
7.	The principal steps of the operation must be identified in sequential order.
8.	Analyze each principal step for potential hazards and identify here.
9.	Specify the controls to mitigate or minimize each potential hazard.
10.	All major pieces of equipment used in each step of the operation must be identified.
11.	List inspection requirements for the work activity and equipment.
12.	List specific training requirements, including hazard communication
13.	The Contract Superintendent or Safety Officer must sign and date analysis.
14.	Contractor/Project Manager must sign and date.

ACCIDENT PREVENTION PLAN CHECKLIST
USACE ST. LOUIS DISTRICT

CONTRACT NO. _____

1- MVS Form 385-43 Accident Prevention Program, Administrative Plan _____

2- MVS Form 385-43(1) Accident Prevention Plan Checklist _____

3- MVS Form 385-43(2) Accident Prevention Program, Hazard Analysis _____

4- Company's Safety Policy Letter _____

5- MVS Form 385-10 Fuel Oil Transfer _____

6- First Aid Card Holders _____

7- CPR Card Holders _____

8- Seaworthiness Certificates _____

9- Hurricane Plan _____

10- Substance Abuse Policy Program _____

11- Lockout/Tagout Program _____

12- Plan of Operation _____

13-12-Hour Shift Waiver _____

14- Trained Personnel Authorized to Operate Equipment (Explain Training) _____

15- Crane Certification, Crane/Derrick and Dragline Operator's Certification _____

16- Physical Qualifications (yearly) for Crane/Derrick and Dragline Operators _____

17- Hazardous Chemical Communication Program _____

18- Confined Space _____

19- Dive Plan _____

20- Nuclear Density Meter Certification _____

21-Health Plan (reviewed by competent person (Industrial Hygienist) i.e. painting, blasting, working with creosote timbers, etc _____

22-Safety Plan for loading and dumping of trucks _____

23-Has the Site Safety and Health Officer been designated and has the OSHA training _____

Remarks: X= OMISSIONS FROM PLAN – SUBMIT

_____

_____

Signature:_____
Safety Specialist Date

ACCIDENT PREVENTION PLAN CHECKLIST
ADMINISTRATIVE SECTION
(Forms must be submitted (7) days prior to start date for reviewing)

LOCATION:	**DATE:**
CONTRACT:	**SIGNATURE:**

Please check and submit copies of the following items that are applicable. (See EM385-1-1 (Sep 08) Paragraph 01.A. and App A)	**YES**	**NO**	**Location in Plan**
1. Statement of safety and health policy			
2. Identification & accountability of personnel responsible for accident prevention			
3. Means for coordinating and controlling work activities of contractors, subcontractors, and suppliers.			
4. Responsibilities of subcontractors in effecting the requirements of the accident prevention plan			
5. Plans for safety indoctrination and continued safety training			
6. Provisions for frequent safety inspections of work sites, material, & equipment to ensure compliance with accident prevention plan and safety manual			
7. Means of recording (in inspection reports) identified safety and health deficiencies.			
8. Measures, timetable and individual responsible for correction of deficiencies listed above.			
9. Procedures for follow-up inspections to ensure correction of deficiencies			
10. Responsibility for investigating and reporting accidents; reporting exposure			
11. Responsibility for maintaining accident and exposure data, reports, and logs			
12. Emergency response capabilities to minimize the consequences of accidents or natural disaster			
13. Contingency plans for severe weather, e.g., windstorms, flooding, tornadoes, marine storms, etc.			
14. Plans for maintaining job cleanup and safe access			
15. Public safety requirements (e.g., fencing, signs)			
16. Local requirements which must be addressed			
17. Prevention of alcohol and drug abuse on the job			
18. Plans for a hazard communication program			
19. Written program for the control of hazardous energy (Lockout/Tagout)			
20. Dive plans submitted to safety.			
21. List of trained/designated equipment operators.			
22. Copy of annual crane/derrick certification and a list of licensed crane operators.			
23. Written safety plans for the pit and dumping areas.			
24. Health Submittals (must be reviewed and signed by contractor's Industrial Hygienist or Occupational Health Physician before submittal)			

25. Has the contractor designated a SSHO officer and provided proof that the site safety and health officer has completed the 10 hr OSHA 600 class or equivalent? See our new safety manual, EM385-1-1 revised September 2008, page 11 paragraph 1.A.17. Yes ( ) No ( )

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SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 MOBILIZATION AND DEMOBILIZATION. Mobilization and demobilization will not be measured for payment. Payment will be made for costs associated with mobilization and demobilization, as defined in SECTION 00700 CONTRACT CLAUSE entitled, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.2 CLEARING GRUBBING AND STRIPPING. Payment for stripping as specified in SECTION 02110 will be made at the contract lump sum price for "Clearing Grubbing and Stripping", which price and payment shall constitute full compensation for providing all plant, labor, material and equipment and performing all operations necessary to complete the work as specified and as shown on the drawings.

1.3 EROSION CONTROL MAT. Payment for the erosion control mat as specified in SECTION 2900 – ESTABLISHMENT OF TURF will be made at the contract lump sum price for “Erosion Control Mat", which price and payment shall constitute full compensation for providing all plant, labor, material and equipment and performing all operations necessary to complete the work as specified and as shown on the drawings.

1.4 EMBANKMENT. Payment for embankment will be made at the contract lump sum price for "Embankment", which price and payment shall constitute full compensation for providing all plant, labor, material and equipment and performing all operations necessary to complete the work as specified in SECTION 02200 – EXCAVATION and SECTION 02212 – EARTHWORK, and as shown on the drawings. Payment for constructing and removing temporary haul roads will incidental to Compacted Fill.

1.5 BEDDING MATERIAL.

1.5.1 Measurement. The unit of measurement for bedding material satisfactorily placed in the work will be the ton (2,000 pounds). Final quantities will be computed to the nearest whole ton based on stone material delivered to the jobsite.

1.5.1.1 Delivery by Truck. If delivered by truck, bedding material weight to be paid for will be determined from certified weight tickets which shall be furnished by the Contractor without additional cost to the Government. A certified weight ticket shall be defined as each truck being weighed empty, and again when loaded and the ticket, identified by the Contractor's name and the contract number, signed by the approved quarry representative with the statement "certified correct". This procedure shall be followed for each load hauled. The Contractor shall initial each ticket to verify the accuracy and completeness of each ticket before submitting it to the Government. The Contractor shall furnish certification stating the scales were tested and approved by the local authority. Certified weight shall be submitted to a Government representative no later than the day after delivery to the jobsite.

1.5.2 Payment. Payment for bedding material will be made at the applicable subdivided contract unit prices per ton for "Bedding Material", which prices and payments shall constitute full compensation for all costs of furnishing, transporting and placing the stone materials required and for maintaining the work until acceptance as prescribed in the applicable parts of SECTION 02270 – STONE PROTECTION, and as shown on the drawings.

1.6 1000 POUND RIPRAP.

1.6.1 Measurement. The 1000 pound riprap will be measured for payment by the ton (2,000 pounds) with final quantities rounded to the nearest whole ton. 1000 pound riprap weight to be paid for will be determined from certified weight tickets, which shall be furnished by the Contractor without additional cost to the Government. A certified weight ticket shall be defined as each truck being weighed empty, and again when loaded and the ticket, identified by the Contractor's name and the contract number, signed by the approved quarry representative with the statement "certified correct". This procedure shall be followed for each load hauled. The Contractor shall initial each ticket to verify the accuracy and completeness of each ticket before submitting it to the Government. The Contractor shall furnish certification stating the scales were tested and approved by the local authority.

1.6.2 Payment. Payment for 1000 Pound Riprap will be made at the applicable subdivided contract unit prices per ton for "1000 Pound Riprap", which prices and payments shall constitute full compensation for all costs of furnishing, transporting and placing the stone materials required and for maintaining the work until acceptance as prescribed in the applicable parts of SECTION 02270 – STONE PROTECTION, and as shown on the drawings.

1.7 REMOVAL AND DISPOSAL OF EXISTING RIPRAP & BEDDING. Payment for removal and disposal of existing riprap and bedding from within the creek channel, will be made at the contract lump sum price for "Removal and Disposal of Existing Riprap & Bedding", which price and payment shall constitute full compensation for providing all plant, labor, material and equipment and performing all operations necessary to complete the work as specified in SECTION 02200 – EXCAVATION and as shown on the drawings.

1.8 REMOVAL AND DISPOSAL OF EXISTING UNSUITABLE MATERIAL. Payment for removal and disposal of existing unsuitable material will be made at the contract lump sum price for "Removal and Disposal of Existing Unsuitable Material", which price and payment shall constitute full compensation for providing all plant, labor, material and equipment and performing all operations necessary to complete the work as specified in SECTION 02200 – EXCAVATION and as shown on the drawings.

1.9 ESTABLISHMENT OF TURF. Payment for establishment of turf will be made at the contract lump sum price for "Establishment of Turf", which price and payment shall constitute full compensation for the costs of all plant, labor, materials and equipment necessary for establishing turf as specified in SECTION 02900 – ESTABLISHMENT OF TURF, and as shown on the drawings.

1.10 TOPSOIL. Payment for topsoil will be made at the contract lump sum price for “Topsoil”, which price and payment shall constitute full compensation for providing all plant, labor, material and equipment and performing all operations necessary to complete the work as shown on the drawings.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-END OF SECTION 01025-

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SECTION 01090 - SOURCES FOR REFERENCE PUBLICATIONS

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 sponsoring organization, e.g. UL 1 (1985; Rev thru Nov 1992) Flexible Metal Conduit. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for convenience, e.g. UL's unnumbered 1992 edition of their Building Materials Directory is identified as UL-01 (1992) Building Materials Directory. The sponsoring organization number (UL 1) can be distinguished from an assigned identifying number (UL-1) by the dash mark (-).

1.2 ORDERING INFORMATION. The addresses of the organizations whose publications 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 sponsoring organization should be ordered from the source by title rather than by number.

1.2.1 See Paragraph entitled, "Availability of Specifications Listed in The DOD Index of Specifications and Standards (DODISS)", of the Instructions to Bidders for the availability of non-commercial specifications.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: cservice@astm.org

CODE OF FEDERAL REGULATIONS (CFR)
Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-783-3238
Fax: 202-275-7703
Internet: http://www.pls.com:8001/his/cfr.html

CORPS OF ENGINEERS (COE)
Order from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2355
Fax: 601-634-2506

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT)
105 West Capitol
P.O.Box 270

Jefferson City, MO 65102
Ph: 517-751-2551
Fax: 517-751-6555
Internet: http://www.modot.state.mo.us

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
Internet: http://www.wes.army.mil/SL/MTC/handbook/handbook.htm
Order Other Documents from:
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: http://www.usace.army.mil/publications
or http://www.hnd.usace.army.mil/techinfo/index.htm

PART 2 MATERIALS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-END OF SECTION 01090-

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SECTION 01130 - ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS. All publications referenced shall be the most current version, edition, standard, latest revision, or reapproval unless otherwise stated. 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.

1.1.1 Code of Federal Regulations (CFR).

40 CFR 261	Identification and listing of Hazardous Waste

1.1.2 Engineering Manuals (EM).

EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.1.3 American Society for Testing and Materials (ASTM).

D 4632	Grab Breaking Load and Elongation of Geotextiles
D 4751	Determining Apparent Opening Size of a Geotextile
D 4833	Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products

1.2 DEFINITIONS. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS. Within 15 days after receipt of Notice of Award of the contract, the Environmental Protection Plan shall be submitted to the Contracting Officer for approval.

1.3.1 Statements. Environmental Protection Plan; GA. Submit plan detailing Contractor's procedures for complying with all applicable environmental protection regulations and the special requirements of this contract.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to

prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features. This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause, which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features shown specially on the drawings, even if such preservation interferes with the Contractor’s work under this contract.

1.4.2 Permits. This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained environmental permits. The Contractor shall comply with the terms, and conditions of these permits. The Contractor shall also comply with other environmental commitments made by the Government.

1.4.3 Special Environmental Requirements. The Contractor shall comply with any special environmental requirements included at the end of this section. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.4.4 Environmental Assessment of Contract Deviations. The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental and cultural resources standpoint. The Contractor must obtain, at his expense, all necessary permits to use alternate sites including, but not limited to, Section 401 and Section 404 of the Clean Water Act, and coordination with the State Historic Preservation Officer regarding Section 106 of the National Historic Preservation Act. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require a extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN. Within 15 calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. The Contractor shall meet with representatives of the Contracting Officer to develop a mutual understanding relative to compliance with this section and administration of the

environmental pollution control program. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions that the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 List of State and Local Laws and Regulations. The Contractor shall provide as part of the Environmental Protection Plan a list of all State and local environmental laws and regulations, which apply to the construction operations under the Contract.

1.5.2 Spill Control Plan. The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.

b. Training requirements for Contractor's personnel and methods of accomplishing the training.

c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

e. The methods and procedures to be used for expeditious contaminant cleanup.

f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan. The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

a. The Contractor shall participate in State and local Government sponsored recycling programs to reduce the volume of solid waste materials at the source;

b. Recovery of metal from debris and sale to recycling operation with Contractor retaining any money derived from sale;

c. Collection of aluminum cans at the site for recycling.

1.5.4 Contaminant Prevention Plan. As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Storm Water Pollution Prevention Plan (SWPPP). As a part of the Environmental Protection Plan, the Contractor shall prepare a Storm Water Pollution Protection Plan to ensure the design, implementation, management, and maintenance of Best Management Practices (BMP) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities; comply with the Water Quality Standards of the state in which the construction activities take place. The SWPPP also ensures compliance with the terms and conditions of the Land Disturbance Permit.

1.5.6 Environmental Monitoring. The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished.

PART 2 PRODUCTS

2.1 SILT FILTER FENCING. The silt filter fencing shall have a minimum width of 3 feet and shall be fitted with posts and prefabricated post loops or straps spaced between 7 and 10 feet apart. The fabric shall be attached to the posts per the manufacturer’s recommendations. Posts shall be supplied meeting the manufacturer's recommendations and shall have a minimum length of 4 feet. The silt filter fabric shall consist of woven long chain polymeric fabric composed of polypropylene, polyethylene, polyester, polyamide or polyvinylidene-chloride fibers weighing 3.0 to 5.0 ounces per square yard, and shall contain stabilizers and/or inhibitors added to the basic plastic if, necessary, to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The fibers shall be stabilized whereby they retain their positions relative with each other. The filter fabric shall be free of any chemical treatment or coating which reduces permeability and shall be inert to

chemicals commonly found in soil. The edges of the filter fabric shall be finished to prevent the outer fiber from pulling away from the geotextile. The silt filter fencing fabric shall conform to the following physical property requirements specified below:

Physical Property	Test Procedure	Acceptable Values*
Tensile Strength (Wet)	ASTM D 4632	100 pound minimum in any principal direction
Elongation - (Wet)	ASTM D 4632	At least 10 percent but no greater than 30 percent in any principal direction
Apparent Opening Size	ASTM D 4751	No finer than No. 50 No coarser than No. 30 U.S. Standard Sieve
Puncture Strength	ASTM D 4833	55 pounds minimum

*Unless stated otherwise all numerical values represent average roll values (i.e. any roll in a lot should meet or exceed the minimum value but not exceed the maximum value listed in the table.)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS.

3.1.1 Tree Protection. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the trees and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the dripline of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the dripline of trees to be saved except as shown on the drawings.

3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations. The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.3 Commercial Borrow. Prior to bringing commercially obtained borrow material onsite, the Contractor shall submit to the Contracting Officer for approval, the following information:

(1) Written evidence of property rights – Signed Agreement.

(2) Soil tests from a Corps validated laboratory.

(3) State Department of Natural Resources land disturbance permits and any other required state or local approvals.

(4) Clean Water Act 401 and 404 permits, if applicable.

(5) USDA Farmland Protection and Farmland Conversion Impact.

(6) Cultural Resource Assessment done by professional, qualified archeologist; Section 106 Review and comments by state DNR.

(7) Endangered species report by independent Professional Biologist submitted to and commented on by both US Fish and Wildlife Service and USACE.

(8) Types and estimated quantities of materials to be obtained from each source.

3.1.4 Disposal of Solid Wastes. Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed of on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste off site and dispose of it in compliance with Federal, State, and local requirements. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of the landfill area.

3.1.5 Clearing Debris. Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport off site for proper disposal in compliance with Federal, State, and local requirements unless otherwise specified herein. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Excavated natural materials shall be transported from the project site for proper disposal in compliance with Federal, State, and local requirements unless otherwise specified herein.

c. Demolition products shall be transported from the project site for proper disposal in compliance with Federal, State, and local requirements unless otherwise specified herein.

3.1.6 Disposal of Contractor Generated Hazardous Wastes. Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed of in compliance with Federal, State, and local requirements. The Contractor

shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from the project site within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.7 Fuels and Lubricants. Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed of in accordance with Federal, State, and local laws and regulations.

3.1.8 Nuclear Density Meters. The Contractor shall adhere to the requirements of ER 385-1-80 when in possession of nuclear density meters.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES.

3.2.1 Discovered Historic, Archaeological, and Cultural Resources. If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American human remains or associated objects are discovered), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent its employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES. The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

3.3.1 Wastewater. Wastewater directly derived from concrete construction activities shall not be discharged before being treated to remove pollutants.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES. The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to, and damage of, fish and wildlife.

3.5 PROTECTION OF AIR RESOURCES. Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

3.5.1 Particulates. Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

3.5.2 Other Air Pollutants.

3.5.2.1 Hydrocarbons and Carbon Monoxide. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

3.5.2.2 Odors. Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.6 INSPECTION. If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES. The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.8 TRAINING OF CONTRACTOR PERSONNEL. Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeologic sites and artifacts.

3.9 EROSION CONTROL.

3.9.1 Unprotected Erodible Soils. Earthwork brought to final grade shall be finished as indicated. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in

reasonably sized increments as needed to use the developed areas as approved by the Contracting Officer.

3.9.2 Disturbed Areas. The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

a. Retardation and Control of Runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.

b. Erosion and Sedimentation Control Devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as indicated in the Contractor Environmental Protection Plan or as indicated on the drawings. Berms, dikes, drains, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

3.9.3 Silt Filter Fencing.

3.9.3.1 Installation. The silt filter fencing shall be placed in accordance with the manufacturer's recommendations. At the time of installation the silt filter fencing shall be free from defects, rips, holes, flaws, deterioration or damage incurred during manufacturing, transportation, storage or installation and shall be replaced at no additional cost to the Government.

3.9.3.2 Protection. The silt filter fencing shall be protected at all times during construction and if damage occurs the Contractor shall remove and replace with new material at no additional cost to the Government.

-- END OF SECTION 01130 --

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SECTION 01300 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION. Submittals are classified as follows:

1.1.1 Government Approved (GA). 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."

1.1.2 For Information Only (FIO). 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. These submittals shall be filed and maintained in the Contractor’s field office subject to Government spot check.

1.2 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 that 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 the Contracting Officer has approved submittals, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.3 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 furnished promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT. Payment for materials incorporated in the work will not be made if required approvals have not been obtained. In addition; the Government will withhold 2% of the total bid price of the applicable item for which FIO technical submittals are not being maintained and on file at the Contractor’s Field Office.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL. The Contractor shall make submittals as required by the specifications. 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 the submission of submittals for both the Government Approval (GA) and For Information Only (FIO), 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-A). At the end of this section is one set of ENG Form 4288-A 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 Accident Prevention Program (00800-14), Statement of Required Insurance (00800-19), Environmental Protection Plan (01130-1.5), Project Schedule (01320-3.3), and Quality Control Plan (01440-3.2), shall be submitted as set forth in each applicable specification paragraph and shall be included as part of the Submittal Register ENG Form 4288-A. 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. The time for submission, procurement, lag/lead and delivery shall be entered through the Resident Management System (RMS) QC module. After entry of that data, the ENG Form 4288-A (RMS) shall be produced from the RMS QC module.

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. It is the Contractor’s responsibility to provide the Corps with timely, accurate, and complete submittal packages. The Corps, in turn, will process, review, and provide official responses to the Contractor within 30 calendar days after physical receipt of the submittal, unless otherwise noted in the Technical Provisions. The Contractor shall incorporate the stated Government review time in the submittal register. No delay damages or time extensions will be allowed for time lost in late submittals. The Contractor's Quality Control representative shall review the listing at least every 60 days and take appropriate action to maintain an effective system. Copies of updated or corrected listing shall be submitted to the Contracting Officer at least every 30 days in the quantity specified.

3.4 TRANSMITTAL FORM (ENG FORM 4025-R). The sample transmittal form (ENG Form 4025-R), attached to this section, shall be used for submitting Government Approved submittals in accordance with the instructions on the reverse side of the form. This form should also be used to document the Contractor Quality Control review, and approval of, For Information Only submittals prior to filing and maintaining in the field office. 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. The ENG Form 4025-R may be prepared by use of the Resident Management System (RMS) QC module.

3.5 SUBMITTAL PROCEDURE. Submittals shall be made as follows:

3.5.1 Procedures. The Contractor shall submit to the Contracting Officer for approval six copies of all shop drawings as called for under the various headings of these specifications.

3.5.2 Deviations. For submittals, which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025-R 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 its 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. The Contracting Officer will retain five copies of the submittal and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS. Approval of the Contracting Officer is not required on information only submittals. The Contractor shall maintain in his field office all current FIO submittals for use by CQC Manager during the course of the contract. The Government will periodically spot-check the Contractor’s compliance with maintaining current and correct FIO submittals for CQC purposes. Any incorrect submittals found during the Government spot check will be immediately corrected by the CQC Manager. If the Contractor fails to keep the FIO submittals current and correct, 2% of the total bid price against the applicable bid item will be withheld. At the completion of the contract, the Contractor will submit the entire file of FIO submittals to the Government.

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 01300 --

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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)

RMS SUBMITTAL REGISTER INPUT FORM

CONTRACT NUMBER: W912P9-12-R-

DELIVERY ORDER: NA

TITLE AND LOCATION: Valley Park Railroad Embankment (12-10)

			TYPE OF SUBMITTAL											CLASSIFICATION		REVIEWING OFFICE				
SECTION	PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	01 - PRECON SUBMITTALS	02 - SHOP DRAWINGS	03 - PRODUCT DATA	04 - SAMPLES	05 - DESIGN DATA	06 - TEST REPORTS	07 - CERTIFICATES	08 - MFRS INSTRUCTIONS	09 - MFRS FIELD REPORT	10 - O&M DATA	11 - CLOSEOUT SUBMITTALS	FOR INFORMATION ONLY	GOVERNMENT APPROVED	DO - DISTRICT OFFICE	AO - AREA OFFICE	RO - RESIDENT OFFICE	PO - PROJECT OFFICE	AE - ARCHITECT / ENGINEER
00800	14	ACCIDENTAL PREVENTION PROGRAM	X												X					
00800	19	STATEMENT OF REQUIRED INSURANCE	X											X						
01130	1.5	ENVIRONMENTAL PROTECTION PLAN	X												X					
01130	3.1.3	COMMERCIAL BORROW	X												X					
01320	3.3	PROJECT SCHEDULE	X												X					
01440	3.2	QUALITY CONTROL PLAN	X												X					
01500	3.1	ACCESS/HAUL ROAD PLAN	X												X					
02140	1.4.1	STORM WATER CONTROL AND SURFACE WATER CONTROL SYSTEM	X												X					
02140	1.4.2	HIGH GROUNDWATER RESPONSE PLAN	X												X					
02212	1.4.1	EARTHWORK PLAN	X												X					
02213	1.4.1	BACKFILL EQUIPMENT	X												X					
02213	1.4.2	SOIL CLASSIFICATION TESTS						X						X						
02213	1.4.2	RELATIVE DENSITY RELATIONSHIPS TESTS						X						X						
02213	1.4.2	IN-PLACE BACKFILL DENSITY TESTS						X						X						
02213	1.4.2	ADDITIONAL TESTS (IF REQUIRED)						X						X						
02220	1.4.1	EXCAVATION PLAN	X												X					
02270	1.4.1	SOURCE OF STONE	X												X					
02270	1.4.2	GRADATION TEST DATA						X							X					
02270	1.4.3	METHOD OF PLACEMENT	X												X					
02900	1.6.1	SOIL TEST RESULTS						X							X					
02900	1.6.1	SOIL NUTRIENT APPLICATION RATES						X							X					
02900	1.6.2	EROSION CONTROL MAT							X						X					
02900	1.6.3	EROSION CONTROL MAT	X							X					X					

RMS INPUT FORM 4288A

Export to RMS in CSV(MS-DOS) (*.csv) Format

Note: Reviewing Office Optional

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SECTION 01312 - QUALITY CONTROL SYSTEM (QCS)

PART 1 GENERAL

1.1 CONTRACT ADMINISTRATION. The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor must use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Import/Export of Data

1.1.1 Correspondence and Electronic Communications. For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record will also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors. Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", SECTION 01320 - PROJECT SCHEDULE, SECTION 01300 - SUBMITTAL PROCEDURES, and SECTION 01440 -CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith will be included in the contract pricing for the work.

1.2 QCS SOFTWARE. QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor will be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS. The following is the minimum system configuration that the Contractor must have to run QCS:

Hardware
· IBM-compatible PC with 500 MHz Pentium or higher processor
· 128+ MB RAM for workstation / 256+ MB RAM for server.
· 1 GB hard drive disk space for sole use by the QCS system.
· SVGA or higher resolution monitor (1024x768, 256 colors).
· Mouse or other pointing device.
· Windows compatible printer. (Laser printer must have 4 MB+ of RAM).
· Connection to the Internet.

Software
· MS Windows 2000, XP, Vista, or Windows 7.
· Word Processing software compatible with MS Word 97 or newer.
· Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher.
· Electronic mail (E-mail) MAPI compatible.
· Virus protection software that is regularly upgraded with all issued manufacturer's updates.

1.4 RELATED INFORMATION.

1.4.1 QCS User Guide. After contract award, download instructions for the installation and use of QCS from the Government RMS Internet Website. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training. The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE. Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by using the Government's SFTP repository built into QCS import/export function. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE. Establish, maintain, and update data in the QCS database throughout the duration of the contract at the Contractor's site office. Submit data updates to the Government (e.g., daily reports, submittals, RFI's, schedule updates, payment requests, etc.) using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, e-mail or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA CD-ROM). The QCS database typically includes current data on the following items:

1.6.1 Administration.

1.6.1.1 Contractor Information. Contain within the database the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, deliver Contractor administrative data in electronic format.

1.6.1.2 Subcontractor Information. Contain within the database the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code,

provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, deliver subcontractor administrative data in electronic format.

1.6.1.3 Correspondence. Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters must be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment. Contain within the Contractor's QCS database a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting. QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.1.6 Request For Information (RFI). Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in QCS.

1.6.2 Finances.

1.6.2.1 Pay Activity Data. Include within the QCS database a list of pay activities that the Contractor must develop in conjunction with the construction schedule. The sum of all pay activities must be equal to the total contract amount, including modifications. Group pay activities Contract Line Item Number (CLIN); the sum of the activities must equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests. Prepare all progress payment requests using QCS. Complete the payment request worksheet, prompt payment certification, and payment invoice in QCS. Update the work completed under the contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using QCS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, e-mail or a CD-ROM may be used. A signed paper copy of the approved payment request is also required, which will govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC). QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. Maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in SECTION 01440 - CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, submit a QCS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports. QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS must be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the QCS-generated Daily CQC Report. Submit daily CQC Reports as required by SECTION 01440 - CONTRACTOR QUALITY CONTROL. Electronically submit reports to the Government within 24 hours after the date covered by the report. Also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking. Use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. Maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. Regularly update the correction status of both QC and QA punch list items.

1.6.3.3 QC Requirements. Develop and maintain a complete list of QC testing and required structural and life safety special inspections required by the International Code Council (ICC), transferred and installed property, and user training requirements in QCS. Update all data on these QC requirements as work progresses, and promptly provide this information to the Government via QCS.

1.6.3.4 Three-Phase Control Meetings. Maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.5 Labor and Equipment Hours. Log labor and equipment exposure hours on a daily basis. This data will be rolled up into a monthly exposure report.

1.6.3.6 Accident/Safety Reporting. The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. Regularly update the correction status of the safety comments. In addition, utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.6.3.7 Features of Work. Include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.8 Hazard Analysis. Use QCS to develop a hazard analysis for each feature of work included in the CQC Plan. Address any hazards, or potential hazards, that may be associated with the work.

1.6.4 Submittal Management. The Government will provide the initial submittal register in electronic format. Thereafter, maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. Use QCS to track and transmit all submittals. ENG Form 4025R, submittal transmittal form, and the submittal

register update must be produced using QCS. QCS and RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule. Develop a construction schedule consisting of pay activities, in accordance with SECTION 01320 - PROJECT SCHEDULE. Input and maintain in the QCS database this schedule either manually or by using the Standard Data Exchange Format (SDEF) (see SECTION 01320 - PROJECT SCHEDULE). Include with each pay request the updated schedule.

1.6.6 Import/Export of Data. QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data from RMS, and schedule data using SDEF.

1.7 IMPLEMENTATION. Contractor use of QCS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA CD-ROM. The Government-preferred method for Contractor's submission of QCS data is by using the Government's SFTP repository built into QCS export function. Other data should be submitted using E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of CD-ROM for data transfer. Export data onto CDs using the QCS built-in export function. If used, submit CD-ROMs in accordance with the following:

1.8.1 File Medium. Submit in English required data on CD-ROM conforming to industry standards used in the United States.

1.8.2 CD-ROM Labels. Affix a permanent exterior label to each CD-ROM submitted. Indicate on the label in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names. The files will be automatically named by the QCS software. The naming convention established by the QCS software must not be altered.

1.9 MONTHLY COORDINATION MEETING. Update the QCS database each workday. At least monthly, generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, meet with the Government representative to review the planned progress payment data submission for errors and omissions.

Make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE. The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. Take immediate corrective action after receipt of such

notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS (not applicable)

PART 3 EXECUTION (not applicable)

-- END OF SECTION 01312 --

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SECTION 01320 - PROJECT SCHEDULE

PART 1 GENERAL

1.1 REFERENCES. All publications referenced shall be themost current version, edition, standard, latest revision, or reapproval unless otherwise stated. The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

ENGINEERING REGULATIONS (ER)

ER 1-1-11 Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS. The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS. Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT. The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate the Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer, and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE. The Project Schedule shall be submitted to the Contracting Officer within 10 days of Notice to Proceed. The schedule shall contain sufficient detail to show the order in which the Contractor proposes to perform the work and shall contain the following features as a minimum:

- A separate activity bar shall be created for each of the salient features of work (including acquiring materials, plant, equipment, mobilization, and demobilization)

- The start date, completion date, and scheduled percentage complete per month shall be indicated for each activity.

- The start date for the contract, which is the date of Notice to Proceed, any contract required interim completion dates, and the required completion date shall be indicated on the schedule and all time between said dates shall be accounted for on the schedule.

- The associated contract pay item (CLIN, Contract Line Item Number) shall be indicated for each activity. In addition, the dollar amount for each activity shall be indicated.

- A contract earnings schedule shall be included with the Project Schedule indicating the scheduled earnings per month and cumulative earnings through the duration of the contract.

3.3.1 Schedule Updates. The Contractor shall enter the actual progress on the approved progress schedule at least every 60 days and shall submit this 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 a supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

-- END OF SECTION 01320 --

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SECTION 01440 - CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES. All publications referenced shall be the most current version, edition, standard, latest revision, or reapproval unless otherwise stated. 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.

1.1.1 American Society for Testing and Materials (ASTM).

ASTM D 3740 (1996)	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 (1998)	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. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN.

3.2.1 General. The Contractor shall furnish for acceptance by the Government within 15 days after receipt of Notice of Award, the original and one copy of the Contractor Quality Control (CQC) Plan proposed for use in implementing the requirements of the Contract Clause entitled "Inspection of Construction". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable Quality Control Plan within the time specified herein, the Contracting Officer may refuse to allow the start of construction, or funds may be withheld from progress payments in accordance with the Contract Clause entitled "Payments under Fixed-Price Construction Contracts".

3.2.2 Content of the CQC Plan. The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and

purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project Manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. The name and address of the Corps of Engineers validated commercial testing laboratory to be used for quality control testing; a letter of validation from the Material Testing Center (MTC); a list of applicable ASTM procedures that the laboratory is validated to perform; and the qualifications of the field technician(s) identified for the project.

d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the CQC System Manager.

e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SECTION 01300 - SUBMITTAL PROCEDURES.

f. 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.)

g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

i. Reporting procedures, including proposed reporting formats.

j. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could 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 feature under a particular section. This list shall 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 the 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 QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to 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 Quality Control 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 on-site and off-site 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. The Contractor shall identify an individual within its organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and shall be employed by the Contractor. This Contractor Quality Control System Manager shall be Corps' certified and shall be approved by the Contracting Officer. To become "certified" the manager must have completed the course entitled "Construction Quality Management for Contractors". This course is offered quarterly at the St. Louis Corps of Engineers District Office. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. Period of absence may not exceed one (1) week at any one time, and not more than ten (10) workdays during a calendar year. The requirements for the alternate will be the same as for the designated CQC Manager.

3.4.1 CQC Organizational Staffing. The Contractor shall provide a CQC staff, which shall be at the worksite at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

3.4.1.1 CQC Staff. Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor shall add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be certified in accordance with paragraph 01440-3.4 QUALITY CONTROL ORGANIZATION, and shall be subject to acceptance by the Contracting Officer.

3.4.1.2 CQC System Manager. The CQC System Manager and staff shall be assigned no scheduling or other duties.

3.4.1.3 Assistant CQC System Manager. The assistant CQC System Manager shall hold the same qualifications as the CQC System Manager and shall be on site at all times.

3.4.2 Organizational Changes. The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 SUBMITTALS. Submittals shall be made as specified in SECTION 01300 - SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL. The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

3.6.1 Preparatory Phase. This phase shall be performed prior to beginning work on each definable feature of work and 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. A check to assure that provisions 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 constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase 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. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory 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 preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Comparison with sample panels is 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 on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase. Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, 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 or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases. As determined by the Government, additional preparatory and initial phases may 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, on-site 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 Materials Testing and Inspection. Testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. All testing shall be performed by a Corps of Engineers validated commercial testing laboratory. Both the field and permanent laboratory shall be validated. A list of current validated testing laboratories can be viewed at www.wes.army.mil/SL/MTC/mtc.htm or you may contact Mr. Steve O'Connor, St. Louis District, Geotechnical Branch, at Telephone 314-331-8445 for laboratory verifications. If the Contractor elects to establish testing facilities, work requiring testing will not be permitted until the Contractor's facilities have been validated by the Materials Testing Center. The Contractor shall ensure that the Materials Testing Center is reimbursed for all costs regarding validation of testing laboratories pertaining to this contract.

3.7.2 Testing Procedure. The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a testing laboratory on or off site that is validated by the Material Testing Center (MTC) for the Corps of Engineers. 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 off-site 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.

3.7.3 Testing Laboratories.

3.7.3.1 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, and shall be validated by the Corps of Engineers MTC.

3.7.3.2 Capability Recheck. If the selected laboratory fails the capability check, the Contractor will be assessed any charges incurred 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.

3.7.4 On-Site Laboratory. If an onsite CQC laboratory is established, the Contractor shall submit the request for validation to the District POC in a timely manner and emphasize the critical need. After the request to the MTC is submitted, the Contractor should anticipate a six-week turn around and reflect the turn-around time in its scheduling. 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.

3.7.5 Furnishing or Transportation of Samples for Testing. Costs incidental to the transportation of samples or materials shall be borne by the

Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:	For other deliveries:
USACE Engineer Research and Development Center P.O. Box 631 Vicksburg, MS 39181-0631	USACE Engineer Research and Development Center 3909 Halls Ferry Road Vicksburg, MS 39180-6199

Coordination for each specific test, exact delivery location, and dates shall be made through the Area Office.

3.8 COMPLETION INSPECTION. At the completion of all work or any increment thereof established by a completion time stated in the Contract Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

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 the form as produced through the Resident Management System (RMS) QC module that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) 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 seven 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 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 worksite, 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.

3.11 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM (RMS) FOR CONTRACTOR QUALITY CONTROL OF CONTRACT.

3.11.1 General. The Contractor shall refer to SECTION 01312 for Quality Control System (QCS) requirements.

3.11.2 Quality Assurance Comments. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor shall acknowledge receipt of these comments by specific number reference on its Daily CQC Report, and shall also reflect on its Daily CQC Report when these items are specifically completed or corrected to permit Government verification.

3.11.3 Contractor's Scheduling System. The Contractor's schedule system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections), all O&M Manuals and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Government representatives.

-- END OF SECTION 01440 --

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SECTION 01500 - TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS. As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall provide the temporary facilities specified herein. The temporary facilities shall be maintained by the Contractor during the life of the contract and upon completion and acceptance of the work shall be removed from the site of the work.

1.1.1 No Separate Payment. Payment for materials and equipment furnished under this section will not be paid for separately, and all costs in connection therewith shall be included in other items for which payment is provided.

1.2 APPLICABLE PUBLICATIONS. All publications referenced shall be the most current version, edition, standard, latest revision, or reapproval unless otherwise stated. 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.

1.2.1 Engineering Manuals (EM).

EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2.2 Engineering Pamphlets (EP).

EP 310-1-6A	U.S. Army Corps of Engineers Sign Standards Manual, VOL 1, CH 1

PART 2 PRODUCTS

2.1 TEMPORARY PROJECT AND SAFETY SIGNS. The Contractor shall furnish and erect one temporary project sign and one safety sign at the project site at the location designated by the Contracting Officer. The signs shall conform to the requirements of U.S. Army Corps of Engineers Sign Standard Manual EP-310.1-6a, Section 16 entitled, "Construction Project Signs", Pages 16.1 through 16.4, copies of which are enclosed at the end of this section. If sign is to be placed on a floating plant, it may be half sized. Information will be furnished by the Contracting Officer as to the location and wording of the signs.

2.2 TEMPORARY PROJECT SAFETY FENCING. The Contractor shall furnish and erect temporary project safety fencing as required by the Safety and Health Requirements Manual EM 385-1-1. The safety fencing shall be a high visibility orange color, HDPE open-weave pattern, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. If required by the Safety Manual, fencing shall meet EPA's recommended recovered materials content levels of 60-100% for Postconsumer Content and 90-100% Total Recovered Materials Content.

PART 3 EXECUTION

3.1 HAUL ROADS. When haul roads are required, the Contractor shall construct them in accordance with the requirements of the Safety and Health Requirements Manual EM 385-1-1. Prior to construction, the Contractor shall submit an Access/Haul Road Plan for approval to the Contracting Officers Representative.

3.2 CLEANUP. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away as directed by the Contracting Officers Representative or designated Government Representative(s).

3.3 RESTORATION OF STORAGE AREA. Upon completion of the project, areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition.

-- END OF SECTION 01500 --

The use of signs to identify Corps managed or supervised design, construction, and rehabilitation projects - both for military and civil works - is an important part of efforts to keep the public informed of Corps work. For this purpose, a construction project sign package has been adopted. This package consists of two signs: one for project identification and the other to show on-the-job safety performance of the contractor.

These two signs are to be displayed side by side and mounted for reading by passing viewers. Exact placement location will be designated by the contracting officer's representative.

The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood or aluminum with dimensional lumber uprights and bracing. The sign faces are nonreflective vinyl.

All legends are to be die-cut or computer-cut in the sizes and typefaces specified and applied to the white panel background following the graphic formats shown on pages 16-2 and 16-3. The Communication Red panel on the left side of the construction project sign with Corps Signature (reverse version) is screen-printed onto the white background.

A display of these two signs is shown on the following two pages. Mounting and fabrication details are provided on page 16-4.

Special applications or situations not covered in these guidelines should be referred to the district Sign Program Manager.

Construction Project Identification Sign

Below are two samples of the Construction Project Identification sign showing how this panel is adaptable for use to identify either military (top) or civil works projects (bottom). The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of the panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with the full Corps Signature (reverse version) is to be screen-printed Communication Red on the white background The designation of a sponsor in the area indicated is optional with Military or Civil Works construction signs. Signs may list one sponsoring entity. If agreement on a sponsor designation cannot be achieved, the area should be left blank.

This sign is to be placed with the Safety Performance sign shown on the following page. Mounting and fabrication details are provided on page 16-4.

Special applications or situations not covered in these guidelines should be referred to the district Sign Program Manager.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division or District Name (optional). Placed below 10.5" reverse Signature (6" Castle).
Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 2a: One- to three-line identification of Military or Civil Works sponsor (optional). Place below Corps Signature to cross-align with Group 5a-b.
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

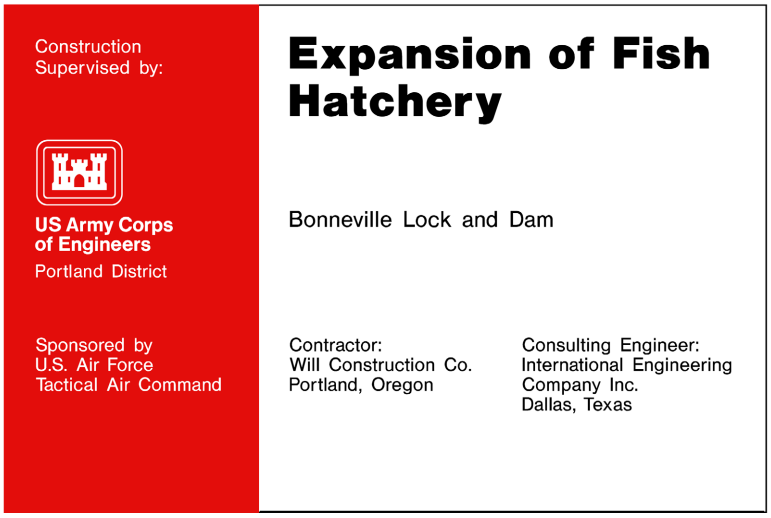
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4'x6'	4"x4"	HDO-3	48"	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the Construction Project Identification sign specified on page 16-2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the district Sign Program Manager.

Legend Group 1: Standard two-line title "Safety is a Job Requirement" with 8" (outside diameter) Safety Green first aid logo.
Color: To match Pantone system 347
Typeface: 3" Helvetica Bold
Color: Black

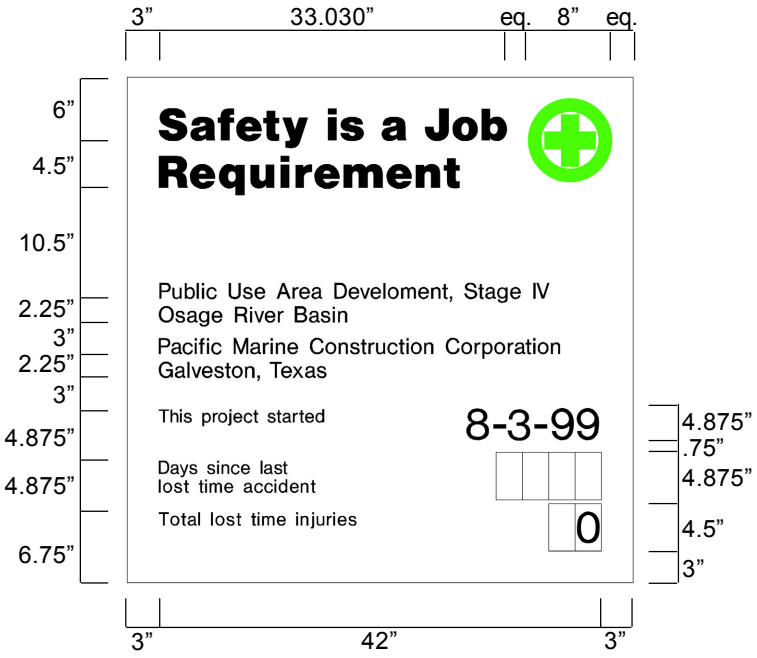
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address. Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

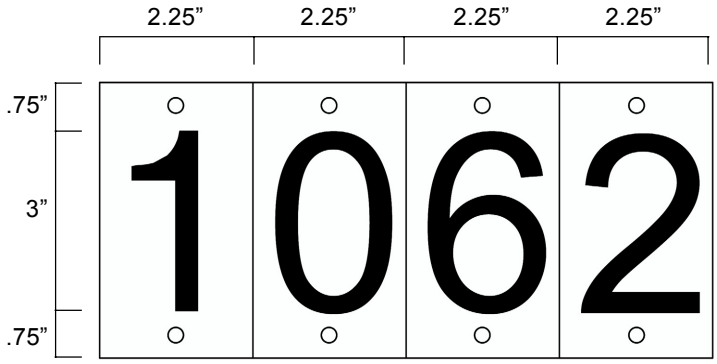
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x 4.5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4'x4'	4"x4"	HDO-3	48"	WH/BK-SG



Fabrication and Mounting Guidelines

All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer representative and shall conform to the size, format, and typographic standards shown on pages16-2 and 16-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the district Sign Program Manager.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white nonreflective vinyl film with positionable adhesive backing.

All graphics except for the Communication Red background with Corps Signature on the project sign are to be die-cut or computer-cut nonreflective vinyl, prespaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16-2 and 16-3.

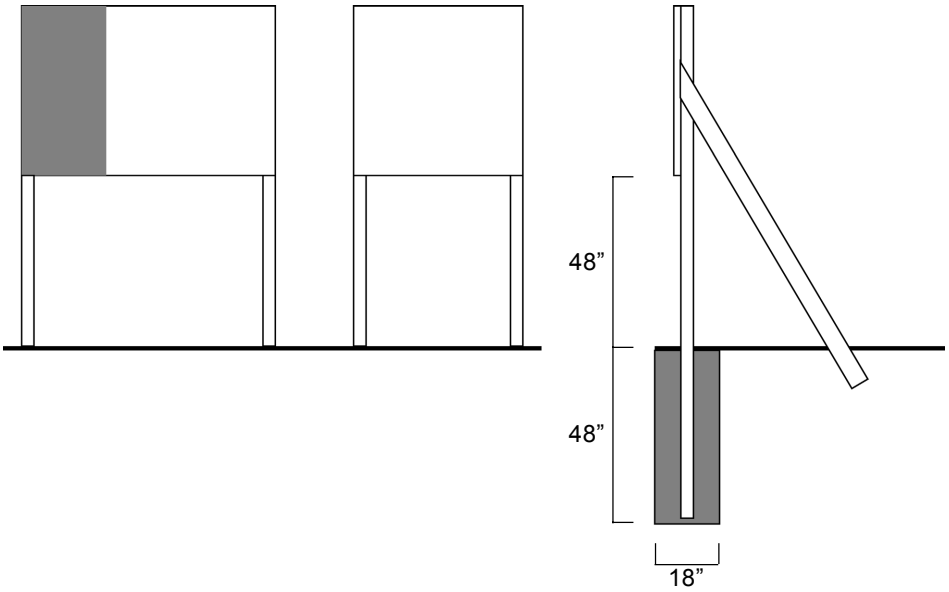
The 2'x 4' Communication Red panel (to match Pantone system 032) with full Corps Signature (reverse version) is to be screen-printed on the white background. Identification of the district or division may be applied under the signature with white cut vinyl letters prepared to Corps standards.

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



Construction Project Identification Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 2a: Military/Civil Works Sponsor

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign
Legend Group 2: Project Title

1. _____
2. _____

Legend Group 3: Contractor/A&E

1. _____
2. _____

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SECTION 02110 - CLEARING, GRUBBING AND STRIPPING

PART 1 GENERAL

1.1 SCOPE. The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for the clearing, grubbing, and stripping of the areas specified herein or indicated on the drawings, and for the removal and disposal of all cleared, grubbed, and stripped materials.

1.2 QUALITY CONTROL.

1.2.1 General. The Contractor shall establish and maintain quality control for clearing and grubbing operations to assure compliance with contract requirements, and maintain records of quality control for all construction operations including but not limited to the following:

(a) Clearing, Grubbing, and Stripping. Limits, percentage of area complete; type of material.

(b) Disposition of Cleared, Grubbed, and Stripped Materials. Method and location of disposition; damage to timber or improvements which are not to be cleared.

1.2.2 Reporting. A copy of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished to the Government daily.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 CLEARING. Clearing, unless otherwise specified, shall consist of the complete removal above the ground surface of all trees, stumps, down timber, snags, and brush from within the construction limits shown on the drawings, unless otherwise noted, including the complete cleanup of the area by the removal and disposal of all debris resulting from clearing operations, to the extent hereinafter specified.

3.1.1 Merchantable Timber. Merchantable timber and other cleared material may be disposed of as the Contractor sees fit, as long as such merchantable timber and other cleared material are removed from the area and are satisfactorily disposed of in accordance with the provisions of paragraph 02110-3.4.

3.1.2 Timber Clearing. Trees within the clearing area shall be felled in such a manner as to avoid damage to trees to be left standing and trees outside the clearing area, and with due regard for the safety of employees and others.

3.2 GRUBBING. Grubbing shall consist of the removal of all stumps. Roots and other projections larger than 1-1/2 inches in diameter shall be removed to a depth of 3 feet below the existing ground surface. This work is to be completed within the construction limits as shown on the drawings or as directed by the Contracting Officer.

3.2.1 Areas to be Grubbed. Grubbing shall be performed within the limits of all areas designated for timber clearing as stated in paragraph 3.1.1 above. All holes caused by grubbing operations, except areas of excavation, shall be backfilled with crushed stone bedding material in SECTION 02270, paragraph 2.1.2.

3.3 STRIPPING. Stripping shall consist of the removal of materials down to bare earth and without removing more earth than is necessary and no less than 4 inches. This work is to be completed within the construction limits as shown on the drawings or as directed by the Contracting Officer.

3.4 DISPOSAL OF MATERIAL. All debris cleared shall be removed from the site in accordance with paragraph 3.4.1. All material resulting from the clearing, grubbing and stripping operations shall be completely removed from the site, unless otherwise approved by the Contracting Officer. All timber from which saw logs, posts, ties or cordwood can be produced shall become the property of the Contractor, and in the interest of conservation it is required that the Contractor make a reasonable effort to salvage such material.

3.4.1 Removal from Site of Work. The debris shall be hauled to the nearest state approved landfill or disposal site. Such disposal shall comply with all applicable Federal, State, and local laws. The Contractor shall, at its option, either retain for its own use or dispose of by sale or otherwise, any such materials of value. The Government is not responsible for the protection and safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work every two weeks. If material resulting from clearing operations is placed on private property, the Contractor shall obtain without cost to the Government, additional right-of-way for such purposes. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of its entering into channels, ditches, or streams. The Contractor shall submit written evidence to the Contracting Officer that permission has been obtained from the property owner for disposal of material on the owner's property. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the property rights and access thereto, prepared and executed in accordance with the laws of the State in which the material is to be disposed. If temporary rights are obtained by the Contractor, then the period of time shall coincide with SECTION 00700, Contract Clause entitled Commencement, Prosecution and Completion of Work, plus a reasonable time for any extension granted for completion of the work.

-END OF SECTION 02110-

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SECTION 02200 - EXCAVATION

PART 1 GENERAL

1.1 SCOPE. The work covered by this section consists of furnishing all plant, labor, materials, and equipment, and performing all operations necessary for excavations to the lines and grades shown on the drawings.

1.2 QUALITY CONTROL.

1.2.1 General. The Contractor shall establish and maintain quality control for excavation operations to assure compliance with contract requirements, and maintain records of quality control for all construction operations including but not limited to the following:

(a) Excavations. Location, limits, depth of excavation and drainage.

(b) Control of Water. Layout, installation and removal, operation of surface water control system.

1.2.2 Reporting. A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government daily.

1.3 REFERENCES. All referenced publications shall be the most current version, edition, standard, latest revision, or reapproval unless otherwise stated. The following publications, referred to hereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

1.3.1 Corps of Engineers Manual (EM).

EM 385-1-1 Safety and Health Requirements Manual

1.4 SUBMITTALS. Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only.

1.4.1 Statements. Excavation Plan; GA. Submit complete and detailed descriptions of proposed excavation plan. This plan shall include, but not be limited to, the Contractor's proposed sequence of construction for all excavation; methods and types of equipment to be utilized for all excavation operations; quantity, final disposition of materials; proposed disposition of all excavated materials, including items which are anticipated to be disposed of off-site, and control of surface water. Excavation plan shall be submitted to the Government not less than 30 days prior to initiating any excavation. The review of the Contractor's proposed plan by the Contracting Officer will not relieve the Contractor of the responsibility to accomplish the desired results.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL.

3.1.1 General. Excavation shall consist of required excavations to the

lines and grades shown on the drawings and removal of unsuitable materials.

3.1.1.1 Depth of Excavations. Excavation below the lines and grades specified or below the depth directed shall be backfilled by the Contractor at no additional cost to the Government. Such backfill shall be brought to grade with suitable material with each layer placed and compacted.

3.1.1.2 Existing Stone Protection Excavation. Existing bank protection within the bounds of the embankment repair area will be removed to natural ground.

3.1.2 Removal of Excavated Materials. All excavated materials for this contract shall be removed from the site. Such removal shall comply with all applicable Federal, State and local laws. Excavated materials shall be removed from the site before the completion of the work under these specifications.

3.2 INSPECTION. After completion of excavation, and prior to backfill with impervious fill, the Contracting Officer will inspect the excavation to insure that suitable depths have been established. The Contractor shall not excavate below the depths indicated on the drawings unless otherwise specified or directed by the Contracting Officer. Where the excavation is made below the prescribed elevation, the excavation shall be restored to the proper elevation or the depths of the walls or footings shall be increased as directed by the Contracting Officer. Where excavation is made below the prescribed depths through the fault of the Contractor, the additional backfill shall be at no additional expense to the Government.

3.3 CONTROL OF SURFACE WATER. All construction activities shall be carried on in areas with 2 foot of water or less. This shall be accomplished by sequencing the construction and diverting all surface flow around the construction area through use of sumps, pumps, trenching, dams, dikes/levees, storm drain diversion, and/or cofferdamming.

3.4 EXCAVATION LIMITATIONS. The contractor shall not excavate more than 100 feet ahead of placing the bedding material, or place bedding material more than 100 feet ahead of placing rip rap unless directed by the contracting officer. Excavation and material placement shall begin upstream and move downstream.

-END OF SECTION 02200-

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SECTION 02212 - EARTHWORK

PART 1 GENERAL

1.1 SCOPE. The work covered by this section consists of furnishing all plant, labor, and equipment, and performing all operations in connection with earthwork, erosion repairs and other incidental earthwork as may be necessary to complete the work specified herein and as shown on the drawings.

1.2 QUALITY CONTROL. The Contractor shall establish and maintain quality control for earthwork construction operations to assure compliance with contract requirements, and maintain records of quality control for all construction operations including but not limited to the following:

(a) Equipment. Type, size, and suitability for construction of the prescribed work.

(b) Foundation Preparation. Prepare the foundation by breaking the surface in advance of earthwork construction and during fill placement when necessary, drainage of foundation and partially completed fill.

(c) Materials. Suitability of materials for use in earthwork.

(d) Construction. Layout, maintaining existing drainage, thickness of layers, spreading and compacting.

(e) Grade and Cross Section. Crown width, crown slope, side slopes, and grades.

(f) Grade Tolerances. Check fills to determine if placement conforms to prescribed grade and cross section.

(g) Quantity Surveys. Accuracy and timeliness.

1.2.1 Reporting. A copy of these inspection records and quality control tests, as well as the records of corrective action taken, shall be furnished the Government daily.

1.3 SUBMITTALS. Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only

1.3.1 Statements. Earthwork Plan; GA. Submit complete and detailed descriptions of proposed earthwork plan. This plan shall include, but not be limited to, the Contractor's proposed sequence of construction for all earthwork including backfill and excavation items; location of borrow pits (if necessary), methods and types of equipment to be utilized for all earthwork operations, including transporting, placing and compacting; quantity, type and final disposition of stockpiled materials; location and drainage of proposed stockpiles; proposed disposition of all excavated materials, including items which are anticipated to be disposed of off-site and care of water. The earthwork plan shall be submitted to the Government not less than 30 days prior to initiating any earthwork operations.

PART 2 PRODUCTS

2.1 EQUIPMENT.

2.1.1 Compaction Equipment. The Contractor shall use tracked equipment to compact the earthwork materials. Tracked equipment used to compact earthwork materials shall weigh at least 20,000 pounds and shall apply a unit tread pressure of at least 6 pounds per square inch. Tracked equipment used to compact earthwork materials shall not be operated at speeds exceeding 3.5 MPH.

2.1.2 Spreading Equipment. Spreading equipment shall be capable of spreading and blending materials in layers between 4 and 12 inches thick.

2.1.3 Miscellaneous Equipment. Scarifiers, disks, spreaders and other equipment shall be suitable for the type of construction required and acceptable to the Contracting Officer.

2.2 EMBANKMENT MATERIALS. The earthwork shall be constructed of suitable materials that are classified by the Unified Classification Systems as clays (CL, CH). If the mandatory excavations do not yield a sufficient volume of suitable material, then the contractor shall furnish the additional volumes from a government approved, off-site borrow pit. The nearby Simpson Sand and Gravel quarry has such a government approved borrow pit. If the contractor chooses to do so, the contractor should contact the Simpson Sand and Gravel quarry and inquire about arrangements to purchase the necessary volumes of suitable material. If the contract chooses to provide borrow from other, privately owned land, the requirements of paragraph 3.6 apply.

2.2.1 Unsuitable Materials. Gravels (GW, GP, GM), sands (SW, SP, SM), silts (ML, MH, OH), riprap, organic matter (humus, peat, sticks, branches, roots, leaves, grass cutting, etc), and other debris are unsuitable for use as earthwork material. Isolated pieces of wood will not be considered objectionable in the embankment provided its length does not exceed 1 foot, its cross-sectional area is less than 4 square inches, and its occurrence is limited throughout the fill.

2.2.2 Frozen Materials. Under no circumstances shall frozen earth, snow or ice be placed in an embankment.

2.3 TOPSOIL. Topsoil shall be representative of local soils that produce crops, grass, or other vegetation, and is free from litter, wood, limbs, brush, matted roots, toxic substances, or any material harmful to plant growth or which would hinder grading, planting or maintenance operations. Topsoil shall not contain more than 1 percent by weight of stones or other such objects larger than 1 inch in any dimension. If the mandatory excavations do not yield a sufficient volume of top soil, then the contractor shall furnish the additional volumes from a government approved, off-site borrow pit. If the contract chooses to provide borrow from other, privately owned land, the requirements of paragraph 3.6 apply.

PART 3 EXECUTION

3.1 FOUNDATION PREPARATION.

3.1.1 Scarifying. Any cavities, overhangs and depressions shall be broken down to flatten out the slopes. The entire earth surface on or against which fill is to be placed shall be thoroughly scarified to a depth of 6 inches. If for any cause, this broken surface becomes compacted in such a manner that, in the opinion of the Contracting Officer, a plane of seepage or weakness might be induced, it shall again be adequately scarified before depositing material thereon.

3.1.2 Care of Water. All foundations receiving fill and all partially completed fill shall be kept thoroughly drained. All embankment constructed

under this contract shall be built in areas free of water. This shall be accomplished by sequencing the construction and diverting all surface flow around the construction area through use of sumps, pumps, trenching, dams, dikes/levees, storm drain diversion, and/or cofferdamming.

3.1.3 Frozen Ground. No fill shall be placed upon frozen ground.

3.2 EARTHWORK CONSTRUCTION.

3.2.1 General. It shall be the Contractor's responsibility to ensure that the equipment and the materials produce compacted fills that meet the requirements of this section. All embankment material shall be compacted. Embankment material shall not be placed in standing water. The materials for earth fill shall be placed or spread in layers, the first layer not more than 4 inches in thickness and the succeeding layers not more than 6 inches in thickness prior to compaction. When the surface of any compacted layer is too smooth to bond properly with the succeeding layer, it shall be adequately scarified before the next layer is placed thereon.

3.2.2 Moisture Control. The contractor shall place the earthwork material at its naturally occurring moisture content.

3.2.3 Compaction. Each layer of embankment material shall be compacted with 4-passes of the equipment previously submitted to the Contracting Officer. The topsoil shall be placed with a minimum in-place thickness of 4 inches. The layers shall be compacted by 2 complete passes with a tracked dozer or equal.

3.3 CROSS-SECTIONS AND ZONING OF MATERIALS. The dimensions and slopes of all earthwork, including topsoil where specified, shall be brought to not less than the prescribed design cross sections shown on the drawings within allowable tolerance.

3.4 GRADE TOLERANCES. All earthwork shall be constructed to the design grade and cross section shown on the drawings with a tolerance of 1/2 of 1 foot above and zero feet below the prescribed design grade provided that the completed work drains, there are no abrupt humps or depressions in surfaces or bulges in the completed work, and the side slopes are uniform. The topsoil finished grades shall match the lines and grades of the adjacent existing surfaces. All disturbed areas shall be dressed smooth and rolled with a smooth drum roller for the establishment of turf.

3.5 TEMPORARY STOCKPILES. Stockpiles shall be no higher than 6-feet tall with side slopes no steeper than 1v:2h. The contractor shall not locate a stockpile within 10-feet of the top of any slope. All stockpiles shall be removed by the end of the job.

3.6 CONTRACTOR-FURNISHED BORROW.

3.6.1 The Contractor, at its option, may utilize borrow areas other than those indicated, provided that their location and dimensions are approved by the Contracting Officer, and the character of the material therein, as indicated by Government-selected tests of soil samples performed by an validated independent laboratory at the Contractor's expense, is equal to or better than the Government-furnished borrow material.

3.6.2 The Contractor shall provide written evidence to the Contracting Officer that the Contractor has obtained property rights and access to the material therein. The written evidence shall consist of an authenticated copy

of the conveyance under which the Contractor acquired the property rights and access thereto, prepared and executed in accordance with the laws of the State of Missouri.

3.6.3 The Contracting Officer reserves the right to approve or disapprove the use of Contractor-furnished borrow areas located in woodlands or wetlands based on the location of the areas and a determination of the overall impact the proposed excavation will have on the environment. The substitute borrow material shall be free of deleterious chemicals which would impede the growth of grass as provided in SECTION 2900 - ESTABLISHMENT OF TURF.

3.6.4 No time extension in contract completion will be granted for delays incurred in obtaining Contractor-furnished borrow areas. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of borrow areas other than those furnished by the Government.

3.6.5 Approval of location and dimensions of substitute borrow areas shall neither relieve the Contractor from the obligation to furnish satisfactory material, nor in any way commit the Government either to acceptance of unsatisfactory material, or to responsibility for the character, quantity, or availability of material in such substitute borrow areas."

-- END OF SECTION 02212 --

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SECTION 02270 - STONE PROTECTION

PART 1 GENERAL

1.1 SCOPE. The work provided for herein consists of furnishing all plant, labor, equipment and materials, and performing all operations in connection with the construction of the stone protection in accordance with these specifications.

1.2 QUALITY CONTROL.

1.2.1 General. The Contractor shall establish and maintain quality control for all stone protection operations to ensure compliance with contract requirements, and shall maintain records of the quality control for all construction operations, including but not limited to the following:

(a) Foundation preparation (line and grade).

(b) Inspection at the worksite to ensure use of specified materials.

(c) Gradation and placement of Stone Protection materials.

1.2.2 Reporting. A copy of the records of inspection and tests, as well as the records of corrective action taken, shall be furnished the Government daily.

1.3 SUBMITTALS. Government approval is required for submittals with a “GA” designation; submittals having an “FIO” designation are for information only. The following shall be submitted to the Contracting Officer in accordance with SECTION 01300 – SUBMITTAL PROCEDURES.

1.3.1 Source of Stone. GA. A list of stone source or sources shall be submitted at least 30 days prior to any placement of stone protection.

1.3.2 Gradation Test Data. FIO. The results of all gradations shall be submitted within 24 hours after completion of the test.

1.3.3 Certified Weight Tickets. FIO.

1.3.4 Method of Placement. GA. A detailed description of the method for placing riprap shall be submitted at least 30 days prior to any placement.

1.4 APPLICABLE PUBLICATIONS. All referenced publications shall be the most current version, edition, standard, latest revision, or reapproval unless otherwise stated. The publications and standards listed below will be referred to only by the basic designation, and shall form a part of this specification to the extent indicated by the references thereto:

1.4.1 American Society for Testing and Materials (ASTM).

C 127	Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate
C 136	Sieve Analysis of Fine and Coarse Aggregates

PART 2 PRODUCTS

2.1 MATERIALS.

2.1.1 Stone. The stone shall be new material and made of durable material as approved by the Contracting Officer. No excavated stone shall be used as riprap material. The sources from which the Contractor proposes to obtain the materials shall be selected well in advance of the time when the material will be required. Stone for riprap shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, seams, and other defects that would tend unduly to increase its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted.

2.1.1.1 Riprap Material Sources and Evaluation Testing. Stone shall be produced from the sources listed at the end of SECTION 00800. The Contractor shall submit suitable test reports and service records to show the acceptability of the stone. If the Contractor proposes to furnish stone from a source not currently listed, the Contractor will make such investigations as necessary to determine whether acceptable stone can be produced from the proposed source. Satisfactory service records on work outside the Corps of Engineers will be acceptable. If no such records are available the Contractor will make tests to assure the acceptability of the stone. The tests to which the stone may be subjected will include petrographic analysis, specific gravity, abrasion, absorption, wetting and drying, freezing and thawing, and such other tests as may be considered necessary by the Contracting Officer. The following guidance is provided for use by the Contractor in analyzing a new source of stone. Stone that weighs less than 155 lbs./c.f. and has more than 2 percent absorption will not be accepted unless other tests and service records show that the stone is satisfactory. The method of test for unit weight and absorption will be ASTM C 127, "Standard Test Method for Specific Gravity, and Absorption of Coarse Aggregate." Samples shall be taken by the Contractor under the supervision of the Contracting Officer in advance of the time the placing of the stone is expected to begin. The tests will be conducted by the Contractor in accordance with applicable Corps of Engineers methods of tests given in the Handbook for Concrete and Cement, and will be performed at a testing laboratory approved by the Contracting Officer. The cost of testing will be borne by the Contractor.

2.1.1.2 Gradation Test. The Contractor shall perform a gradation test on the riprap materials at the quarry in accordance with "LMVD Standard Test Method for Gradation of Riprap", a copy of which is attached at the end of this section. The Contractor shall perform a gradation test at the quarry before the start of placement and for every 5000 tons of each size riprap placed. The sample shall be taken by the Contractor under the supervision of

the Contracting Officer, shall consist of not less than 25 tons for 1000 LB Topsize Riprap, and shall be collected in a random manner, which will provide a sample, which accurately reflects the actual gradation arriving at the jobsite. If collected by the truckload, each truckload shall be representative of the gradation requirements. The Contractor shall provide all necessary screens, scales and other equipment, and the operating personnel therefore, and shall grade the sample, all at no additional cost to the Government. The gradation tests shall be reported using LMV Form 602-R, Gradation Test Data Sheet, a copy of which is attached at the end of this section. The contractor shall perform at least one gradation test prior to delivery of the bedding material to the job site and one additional gradation per 1000 tons placed, in accordance with ASTM C 136. The gradation tests shall be reported using LMV Form 602-R, Gradation Test Data Sheet, a copy of which is attached at the end of this section. Additional tests, at the Contractor's expense, will be required if the stone furnished appears by visual inspection to be of questionable gradation.

2.1.2 Bedding Material. The bedding material and shall conform to the requirements of 02270-2.1.1 as to quality and shall conform to the following gradation:

Sieve Size U.S. Std. Sq. Mesh	Percent by Weight Passing Individual Sieve
3-inch	90 - 100
1-1/2-inch	35 - 70
No. 4	0 - 5

The bedding material shall be well-graded between the limits shown on the drawings. The minimum bedding thickness shall be as shown on the drawings. All points on individual grading curves obtained from representative samples of stone bedding material shall lie between the boundary limits as defined by smoother curves drawn through the tabulated grading limits plotted on a mechanical analysis diagram. The individual grading curves within these limits shall not exhibit abrupt changes in slope denoting either skip grading or scalping of certain sizes or other irregularities that would be detrimental to the proper functioning of the bedding layers.

2.1.3 Riprap. Riprap shall be placed as specified in paragraphs 3.1 within the excavated areas. Quarried rock only shall be used. Riprap shall be as specified herein. Gradation shall conform to the tables below and to the gradation curves attached at the end of this section, and formats thereof shall be as shown. Neither the width nor the thickness of any piece shall be less than one-third of its length.

1000 LB. Topsize Riprap

Percent Lighter by Weight (SSD)	Limits of Stone Weight, lb.
100	1000-430
50	430-200
15	200-60

PART 3 EXECUTION

3.1 BASE PREPARATION. Areas on which bedding layers and riprap are to be placed shall be trimmed and/or dressed to conform to cross sections shown on the contract drawings within an allowable tolerance of plus 3 inches and minus 3 inches from the theoretical (slope) lines and grades. Where such areas are below the allowable minus tolerance limit they shall be brought to grade by being filled with bedding material. No additional payment will be made for any material thus required. Immediately prior to placing the bedding layer the prepared base will be inspected by the Contracting Officer and no material shall be placed thereon until that area has been approved.

3.2 PLACEMENT OF BEDDING MATERIAL.

3.2.1 General. A bedding layer shall be placed on the prepared base as described in paragraph 3.2.2, in accordance with either the details shown on the contract drawings and within the limits as shown on the contract drawings, or staked in the field to form a backing for the stone protection.

3.2.2 Placement of Bedding Material on Prepared Base. Bedding material shall be spread uniformly on the areas of exposed soil and as directed by the contracting officer. A tolerance of zero and not more than plus 3 inches for the bedding from the slope lines and grades shown on the drawings. The placing method used by the Contractor by methods, which tend to segregate the particle sizes within the bedding layer will not be permitted. Any damage to the surface of the prepared base during placing of the bedding material shall be repaired before proceeding with the work. Bedding material may be placed subaqueously in water depths not to exceed 3 feet. Compaction of bedding material placed on the prepared base will not be required, but the bedding layer shall be finished to present a reasonably even surface, free from mounds or windrows.

3.3 Placement of Riprap. 1000 pound riprap shall be placed on the existing stone slope or bedding layer in such manner as to produce a reasonably well graded mass of rock with the minimum practicable percentage of voids, and shall be constructed within the specified tolerance to the lines, grades, and elevation shown on the drawings or as directed. A tolerance of zero and plus 12 inches for the 1000 pound topsize riprap from the slope lines and grades shown on the drawings will be allowed in the finished surface of the 1000 LB Topsize riprap, except that the extreme of such tolerance shall not be continuous over an area greater than 200 square feet. Riprap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the existing material. Placement shall begin at the lower elevations and proceed up the slope. The larger stones shall be well distributed and the entire mass of stones in their final position shall be roughly graded to conform to the gradation specified in paragraph 02270-2.1.3. The finished 1000 LB Topsize riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Placing 1000 LB Topsize riprap by dumping into chutes or by similar methods likely to cause segregation of the various sizes will not be permitted. 1000 LB Topsize riprap may be placed subaqueously in water depths not to exceed 3 feet. Placing 1000 LB Topsize riprap by dumping it at the top of the slope and pushing it down the slope will not be permitted. The use of a grapple bucket

will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source; by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to obtain a reasonably well graded distribution of stone sizes as specified above. The Contractor shall maintain the 1000 LB Topsize riprap protection until accepted and any material displaced by any cause shall be replaced at its expense to the lines and grades shown on the drawings.

-END OF SECTION 02270-

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STANDARD TEST METHOD FOR GRADATION OF RIPRAP

A. Select a representative sample (Note No. 1), weigh and dump on hard stand.

B. Select specific sizes (see example) on which to run "individual weight larger than" test. (See Note No. 2). Procedure is similar to the standard aggregate gradation test for "individual weight retained."

C. Determine the largest size stone in the sample. (100 percent size)

D. Separate by "size larger than" the selected weights, starting with the larger sizes. Use reference stones, with identified weights, for visual comparison in separating the obviously "larger than' stones. Stones that appear close to the specific weight must be individually weighed to determine size grouping. Weigh each size group, either individually or cumulatively.

E. Paragraph d above will result in "individual weight retained" figures. Calculate individual percent retained (heavier than), cumulative percent retained, and cumulative percent passing (lighter than). Plot percent passing, along with the specification curve on Eng Form 4055.

Notes

1. Sample Selection. The most important part of the test and least precise is the selection of a representative sample. No "standard' can be devised; larger quarry run stone is best sampled at the shot or muck pile by given direction to the loader; small graded riprap is best sampled by random selection from the transporting vehicles. If possible, all parties should take part in the sample selection, and agree before the sample is run, that the sample is representative.

2. Selection of Size for Separation. It is quite possible and accurate to run a gradation using any convenient sizes for the separation, without reference to the specifications. After the test is plotted on a curve, the gradation limits may be plotted. Overlapping gradation with this method are no problem. It is usually more convenient, however, to select points from the gradation limits, such as the minimum 50 percent size, the minimum 15 percent size, and one or two others, as separation points.

Example Gradation

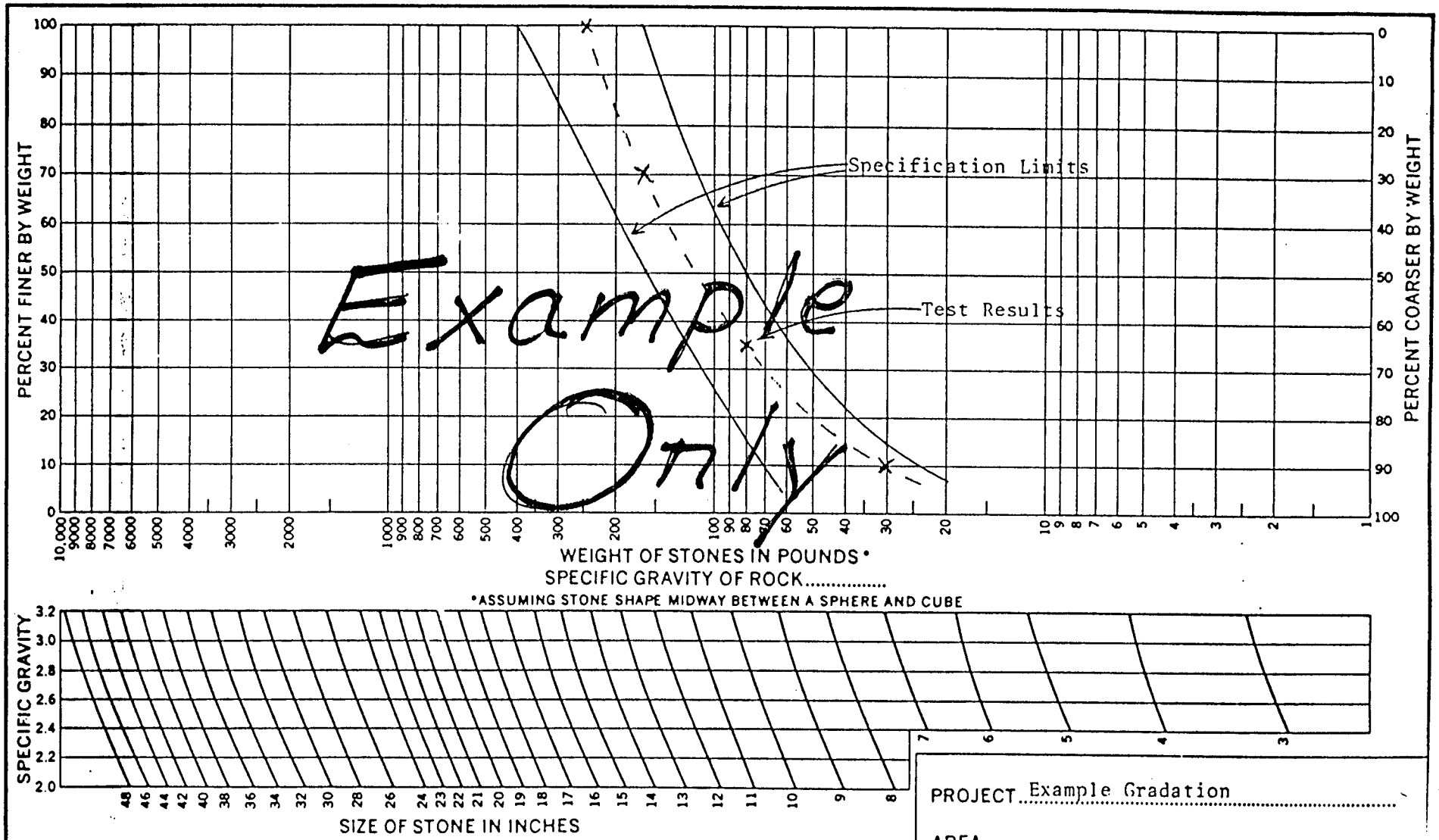
Specifications

Stone Weight in Lbs	Percent Finer by Weight
400-160	100
160-80	50
80-30	15

Example Worksheet

Stone Size Lbs	Individual Wt. Retained	Individual Percent Retained	Cumulative Percent Retained	Cumulative Percent Passing
400	0	0	–	100
160	9,600	30	30	70
80	11,200	35	65	35
30	8,000	25	90	10
30	3,200	10	100	–
	32,000 lbs			

NOTE:
Largest stone 251 lbs



PROJECT Example Gradation

AREA.....

DATE.....

RIPRAP GRADATION CURVES

ENG FORM 4055
APR 67

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GRADATION TEST DATA SHEET

Sample No.: _____

Type of Stone Tested _____

Quarry _____

Date of Test _____

Testing Rate _____ Tons

Contractor _____

Location _____

TEST REPRESENTS

Contract No.	District	Tons
	TOTAL	

GRADATION

Stone Size (lbs)	Weight Retained	Individual % Retained	Cumulative % Ret.	Cumulative % Pass	Specification % Finer by wt
Total Weight					

Remarks: _____

I certify that the above stone sample is representative of the total tonnage covered by this test report:

Contractor Representative _____

Government Representative _____

LMV FORM 602-R
Dec 87

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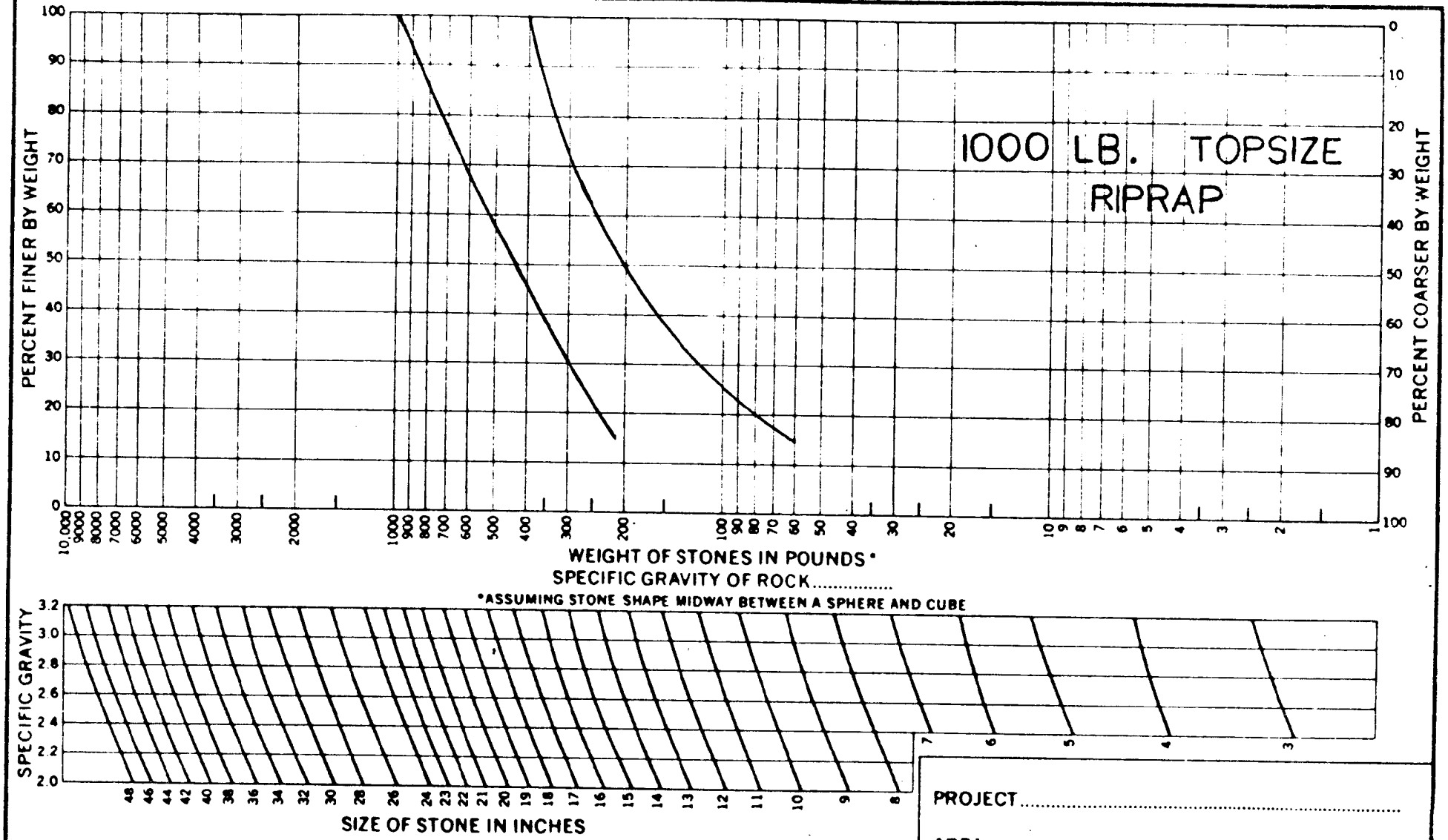

PROJECT.....

AREA.....

DATE.....

RIPRAP GRADATION CURVES

ENG FORM 4055
APR 67

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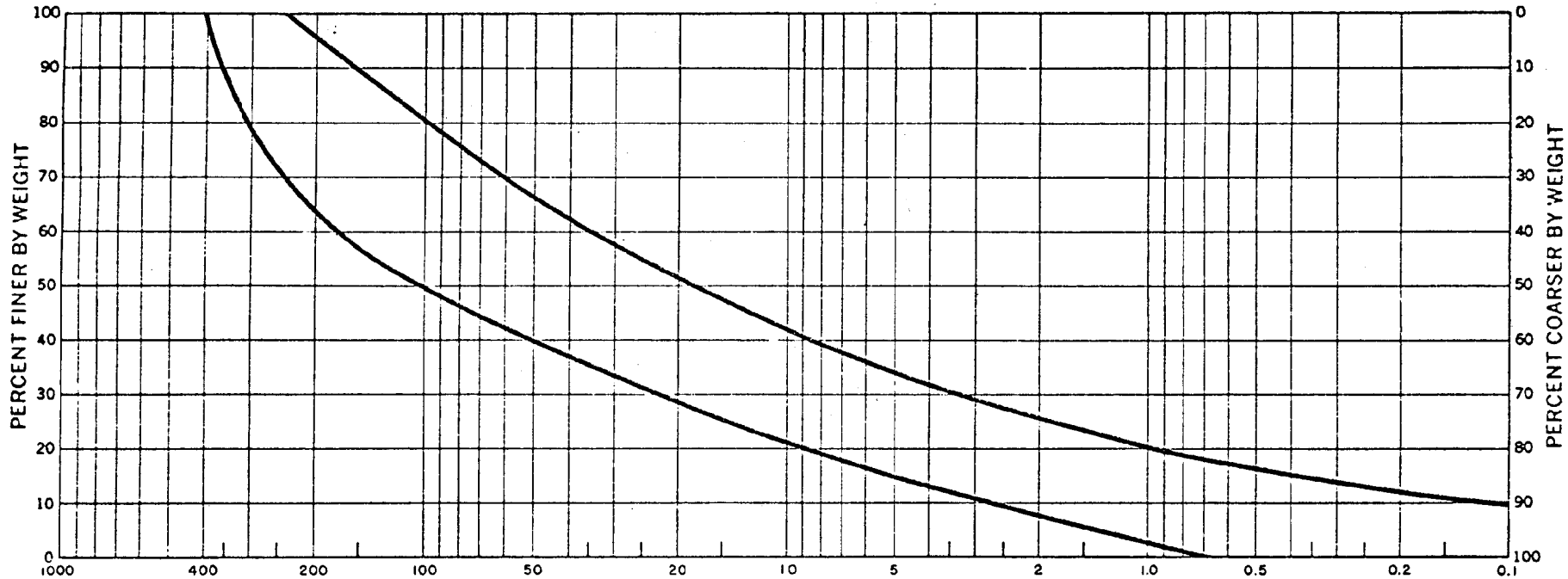

STONE WEIGHT (LBS)	CUMULATIVE % FINER BY WEIGHT
400	100
250	70 - 100
100	50 - 80
30	32 - 58
5	15 - 34
1	2 - 20
less than ½" max dimension	0 - 5

NOTE: 5% of the material can weigh more than 400 pounds. However no piece shall weigh more than 500 pounds.

GRADATION

GRADED STONE C

September 1976

PLATE IV

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SECTION 02900 - ESTABLISHMENT OF TURF

PART 1 GENERAL

1.1 SCOPE. The work covered by this section of the specifications consists of furnishing all materials, equipment, plant and labor, and performing all work required for seeding, mulching, liming, and fertilizing, and placement of the erosion control mat in the areas as specified herein and as shown on the drawings in accordance with the requirements of this section of the specifications. Turf shall be established on all newly constructed areas. The bottoms of all detention ponds and side slopes and other areas where erosion is being repaired shall be seeded. All other areas disturbed by the Contractor's operations shall be seeded or turfed.

1.2 QUALITY CONTROL.

1.2.1 General. The Contractor shall establish and maintain quality control to assure compliance with the contract specifications and shall maintain records of quality control for all construction operations.

(1) Dressing
(2) Fertilizing
(3) Liming
(4) Mulching
(5) Seeding
(6) Sodding
(7) Watering
(8) Installation of erosion control mat

1.2.2 Reporting. A copy of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished to the Government daily.

1.3 REFERENCES. All referenced publications shall be the most current version, edition, standard, latest revision, or reapproval unless otherwise stated. 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.

1.3.1 Missouri Department of Transportation (MoDOT). The material for, establishment of turf shall conform to the applicable provisions of the hereinafter cited sections and, as specified, articles of the MoDOT, "Missouri Standard Specifications for Highway Construction" dated 2004 with all subsequent amendments. The term "Engineer" as used therein shall be interpreted to mean "Contracting Officer."

1.3.2 American Society for Testing and Materials (ASTM).

D 746	Standard Test Method for Brittleness Temperature Plastics and Elastomers by Impact
D 3776	Standard Test Method for Mass Per Unit (Weight) of Fabric
D 4595	Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method

G 53	Standard Test Method for Operating Light-and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials

1.4 COMMENCEMENT, PROSECUTION, AND COMPLETION. Seeding operations shall be performed between 15 March and 15 May or between 15 August and 30 September. All embankment which is completed prior to, or after expiration of the seeding seasons, shall be protected from eroding, as approved by the Contracting Officer, until the next seeding season occurs. Seed, fertilizer, limestone and mulch, and placement of erosion control mat shall be applied as herein specified and in accordance with standard horticultural practices for establishing new turf.

1.4.1 Time Extension. When all work under this contract is completed except work required under this section, and such work is not performed because of seasonal limitations stated in paragraph 1.3 above, or because of conditions occurring within the specified seeding seasons which, in the opinion of the Contracting Officer, are unfavorable for such work, the time for completion will be extended by the number of days that this work is thereby delayed.

1.5 SAMPLING AND TESTING. Following completion of all earthwork, soil tests from the area to be seeded shall be performed by a recognized commercial testing laboratory to determine pH Level of soil and recommend application rates of nitrogen, phosphorous, potash and limestone. Testing shall be the responsibility of the Contractor and shall be accomplished at no additional cost to the Government. At least one soil sample and test shall be taken every two acres, and one composite report shall be made by the testing agency. The test results and application rates for nitrogen, phosphorous, potash and limestone indicated by the soil tests for preplanting fertilization shall be furnished to the Contracting Officer for review and approval prior to the Contractor ordering the soil nutrients.

1.6 SUBMITTALS. Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The Contractor shall submit the following to the Contracting Officer in accordance with SECTION 01300 - SUBMITTAL PROCEDURES.

1.6.1 Reports. Soil test Results; Soil nutrient application rates; GA.

1.6.2 Certificates; GA. Submit certificates of compliance attesting that the erosion control mat meets specification requirements.

1.6.3 Method of Installation; GA. Submit the method of installation, equipment to be used, and the manufacturer’s recommendation for placement and anchoring the erosion control mat.

PART 2 PRODUCTS

2.1 MATERIALS.

2.1.1 Fertilizer. Fertilizer shall be uniform in composition and free-flowing. The fertilizer may be delivered to the site in bags or other convenient containers or delivered in bulk. If delivered in bags or containers, the fertilizer shall be fully labeled in accordance with the applicable fertilizer laws of the State and shall bear the name, tradename or trademark, and warranty of the producer. The fertilizer shall meet the requirements of the State for commercial fertilizer. Should the commercial fertilizer be furnished in bulk, the Contractor shall furnish certified weight

tickets and a certified quantitative analysis report, in triplicate, from a recognized testing laboratory certifying the nutrient ratio of the materials. In the event the commercial mixture is delivered to the job site in the original containers, unopened, the analysis report will not be required. Quantity of fertilizer required per acre shall be determined by certified soil tests as specified in Paragraph 1.4.

2.1.2 Limestone. Limestone shall be approved agricultural grade limestone containing not less than 85 percent total carbonates. Limestone shall be ground to such fineness that 25 percent will pass a 100-mesh sieve and 100 percent will pass an 8-mesh sieve. Quantity of lime required per acre shall be determined by certified soil tests as specified in Paragraph 1.4.

2.1.3 Seed. Seed labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act, as reprinted with amendments August 1963, shall be furnished by the Contractor. Seed shall be fresh, new crop, furnished in sealed, standard containers unless written exception is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable. The seed mixes, rates of application, minimum percent purity and germination, and maximum percent weed control shall be as shown in the following table:

Kind of Seed	Pounds Per Acre	Minimum Purity	Minimum Germination	Maximum Weed Content
Common Perennial Rye Grass Lolium perenne	50	98	85	0.8
Kentucky 31 Tall Fescue Festuca Arundinacea	50	98	85	0.8
Virginia Wild Rye	15	98	85	0.8

2.1.4 Mulch. Threshed straw from a cereal grain such as oats, wheat, barley, or grass hay shall be provided. Materials that contain noxious grass or weed seeds will not be acceptable. Mulch shall be uniformly applied at the rate of 2 tons per acre.

2.1.5 Mulch Stabilizers. The Contractor shall embed or anchor the mulch into the soil by using an approved disk type roller having flat serrated disks spaced not more than 10 inches apart and equipped with cleaning scrapers.

2.1.6 Water. Water shall be free from oil, acid, alkali, salt, etc., and shall be from a source approved prior to use. The Contractor shall apply 1 inch of water on seeded and/or sodded areas until the grass has

2.1.7 Sod. Sod used shall be turf type tall fescue (not Kentucky bluegrass or Buffalograss) meeting the requirements of MoDOT SECTION 803, SODDING. Lime and commercial fertilizer for sodded areas shall conform to MoDOT SECTION 801, LIME AND FERTILIZER.

2.2 EROSION CONTROL MAT. The erosion control mat shall consist of 100% synthetic, manufactured from thermally welded PVC monofilaments having a minimum weight of 28 ounces per square yard as determined by ASTM D 3776. The erosion control mat shall have a minimum specific gravity of 1.36 and shall contain stabilizers and/or inhibitors added to the basic plastic if, necessary, to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The thickness of the erosion control mat shall be a

minimum 0.1-inch with the filament diameter of not less than 0.045 inch. The erosion control mat when turf is established shall be capable of withstanding flow velocities of up to 20 feet per second. The edges of the erosion control mat shall be finished in accordance with the manufacturer's requirements to prevent the outer fiber from pulling away. The erosion control mat shall conform to the following physical property requirements specified below:

Physical Property	Test Procedure	Acceptable Values*
Tensile Strength	ASTM D 4595	
Length		Minimum 12 lb/in
Width		Minimum 7 lb/in
Elongation	ASTM D4 595	
Length		Maximum 75 %
Width		Maximum 75 %
Secant Tensile Modulus	ASTM D 4595	
Length		Minimum 30 lb/in
Width		Minimum 15 lb/in
Breaking Toughness	ASTM D 4595	
Length		Minimum 6 lb/sq in
Width		Minimum 3.5 lb/sq in
Ultraviolet Stability QUV @ 2000 hr	ASTM G 53	85 % prop. ret.
Low Temperature Brittleness	ASTM D 746	-35 F°

*Unless stated otherwise all numerical values represent average roll values (i.e. any roll in a lot should meet or exceed the minimum value but not exceed the maximum value listed in the table).

2.3 EROSION CONTROL MAT ANCHOR. The anchoring system for the erosion control mat shall be manufacturer's recommendation except that no wooden and/or plastic stakes shall be used.

PART 3 EXECUTION

3.1 ESTABLISHMENT. The Contractor shall assume responsibility for proper care of seeded areas while grass is becoming established for 3 months after completion of turfing, or returfing if any, on the entire project, unless the desired cover is established in a shorter period of time and the Contracting Officer shortens the responsibility period. The Contractor shall be responsible for applying 1 inch of water on seeded and/or sodded areas each week until the grass has reached at least 3 inches in length for 3 months after completion of turfing, or returfing. If the rainfall in any given week is adequate to meet the 1 inch watering requirement, no additional watering by the Contractor will be required in that week.

3.1.1 Mowing. Turfed areas shall be kept mowed to a height between 4 and 8 inches above the turfed earth surface.

3.1.2 Refertilizing. The Contracting Officer will designate areas needing refertilization at least 15 days before reapplication is required. Fertilizer shall be distributed on designated areas during the period when grass is dry. Fertilizer shall be applied uniformly at the rate determined as

specified in Paragraph 1.4. Fertilizer conforming to physical condition, packaging, and marking as specified hereinbefore shall be provided. All costs associated with refertilizing will be borne by the Contractor.

3.1.3 Reseeding. The Contracting Officer will designate areas requiring reseeding at least 15 days before the period specified for reseeding. Seed as specified shall be distributed at the rate specified in Paragraph 2.1.3 of each ingredient per acre in a manner that will cause minimum disturbance to the existing stand of grass. All costs associated with reseeding will be borne by the Contractor.

3.2 REPAIR. When the surface to be turfed becomes gullied or otherwise damaged or when previously placed turfing is damaged, the affected area shall be repaired to re-establish the condition prior to injury, as directed. Repair work required because of faulty operations or negligence on the part of the Contractor shall be performed without additional cost to the Government.

3.3 EROSION CONTROL MAT INSTALLATION. The erosion control mat shall be installed and anchored in accordance with the manufacturer’s recommendation on the riverside slope of the levee embankment as shown on the drawings. The erosion control mat shall be installed perpendicular to the centerline of the embankment control line and shall be continuous with no seams along the length of mat section installed. As the installation of the mat proceeds in the downstream direction, the upstream section shall overlap the downstream section a minimum of 12 inches and anchors installed at a maximum 2.0 feet spacing along the overlapped area. The spacing for the remaining anchoring system shall be in accordance with manufacturer’s recommendations. The erosion control mat shall be installed at the top elevation shown on the drawings and the bottom elevation being 2 feet beyond the riverside stone protection of the embankment. The Contractor shall have a manufacturer’s representative on the job site for the first three days of installation and then once for every 10 working days to verify the installation procedure.

3.4 INSPECTION AND ACCEPTANCE. Final acceptance will be made on completion of the contract. Acceptance of the established turf will be determined by visual inspection. Existence of erosion problems or dead and dying turf will not be acceptable.

-END OF SECTION 02900-

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