

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY	CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>		(X)	9A. AMENDMENT OF SOLICIATION NO.
			9B. DATED <i>(SEE ITEM 11)</i>
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED <i>(SEE ITEM 11)</i>
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)***13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

### CHANGES TO SF1442

1. Item 13.A. - Change the Bid Opening time and date from "2 p.m. local time **13 September 2000**" to "2 p.m. local time **18 September 2000**"

### CHANGES TO THE BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

2. Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0038:"

SECTION 00700 CONTRACT CLAUSES

### CHANGES TO SPECIFICATIONS

3. Replacement Sections - Replace the following sections with the accompanying new sections of the same number, and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0038":

SECTION 01000 CONSTRUCTION SCHEDULE  
SECTION 01110 SUMMARY OF WORK  
SECTION 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS  
SECTION 02400 JACKING OR BORING PIPE  
SECTION 02685 GAS DISTRIBUTION SYSTEM  
SECTION 13280 ASBESTOS ABATEMENT

4. Attachments - Add the following accompanying attachments to end of SECTION 13280, ASBESTOS ABATEMENT:

RESPONSE ACTION DETAIL (1 page)  
SETUP DETAILS (11 pages)

### CHANGES TO DRAWINGS

5. Replacement Drawings - Replace the following drawings listed below with the new drawings of the same number, bearing the notation "AM#0001":

1c002\_1.cal Patton Park I01 General Notes, Legend, & Sheet Index  
1u107\_1.cal Patton Park U03 Gas Distribution Plan  
1u108\_1.cal Patton Park U04 Gas Distribution Plan  
1u110\_1.cal Patton Park U06 Gas Distribution Plan  
1u115\_1.cal Patton Park U11 Gas Distribution Plan  
1u516\_1.cal Patton Park DU1 Detail Sheet  
1u517\_1.cal Patton Park DU2 Detail Sheet  
1u518\_1.cal Patton Park DU3 Detail Sheet  
2c002\_1.cal Chaffee Village I01 General Notes, Legend, & Sheet Index  
2u108\_1.cal Chaffee Village U04 Gas Distribution Plan  
2u110\_1.cal Chaffee Village U06 Gas Distribution Plan  
2u114\_1.cal Chaffee Village U10 Gas Distribution Plan  
2u115\_1.cal Chaffee Village U11 Gas Distribution Plan  
2u116\_1.cal Chaffee Village U12 Gas Distribution Plan  
2u118\_1.cal Chaffee Village U14 Gas Distribution Plan  
2u119\_1.cal Chaffee Village U15 Gas Distribution Plan  
2u521\_1.cal Chaffee Village DU1 Detail Sheet  
2u522\_1.cal Chaffee Village DU2 Detail Sheet

END OF AMENDMENT

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

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)

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

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

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

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

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

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld

under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

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

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

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

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

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

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

(b) Prohibitions.

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

of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

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

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

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

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

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

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

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

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

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

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

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

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

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

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

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

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

#### 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** (Contracting Officer insert number) 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 see Section 01000. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of **see Section 01000** for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

#### 52.211-13 TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work 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 so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

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

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

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

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

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

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

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

(c) Definitions. As used in this contract (1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

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

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

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

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

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

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

(4) Small business concern owned and controlled by women means a small business concern--

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

#### 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during

the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

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

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.  
(JUL 1995)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. 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 any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting

Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

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

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

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

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

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

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

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

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any

location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in

which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

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

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

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

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

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

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

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

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

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

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

- (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
  - (ii) Including the policy in any policy manual and in collective bargaining agreements;
  - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
  - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
  - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a

member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

- (1) Actively participates in the group;
- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  - (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
  - (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  - (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
  - (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
  - (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
  - (n) The Contractor shall designate a responsible official to--
    - (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
    - (2) Submit reports as may be required by the Government; and
    - (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the

Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

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

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

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

Veteran of the Vietnam era means a person who--

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

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

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

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

(viii) Selection for training, including apprenticeship.

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

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the

locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

#### 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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


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

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

considered nonresponsible and ineligible for award.

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

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#### 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(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) through (b)(6) of this clause.

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

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

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

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

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

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

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

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

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

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

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

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

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

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

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

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

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

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(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)

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

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

Component means any article, material, or supply incorporated directly into construction materials.

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

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

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

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

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

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

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

(End of clause)

#### 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)

(a) Definitions.

As used in this clause--

(1) "Bearing components" means the bearing element, retainer, inner race, or outer race.

(2) "Miniature and instrument ball bearings" means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c) (1) The restriction in paragraph (b) of this clause does not apply to the extent that—

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial items manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.

(f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000)

(a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

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

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

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

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

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

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

(End of clause)

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

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

52.227-13 PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT (JAN 1997)

(a) Definitions. "Invention," as used in this clause, means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention," as used in this clause, means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocations of principal rights. (1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention, except to the extent that rights are retained by the Contractor under subparagraph (b)(2) and paragraph (d) below.

(2) Greater rights determinations. (i) The Contractor, or an employee-inventor after consultation with the Contractor, may retain greater rights than the nonexclusive license provided in paragraph (d) below, in accordance with the procedures of paragraph 27.304-1(a) of the Federal Acquisition Regulation (FAR). A request for a determination of whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Head of the Contracting Agency or designee at the time of the first disclosure of the invention pursuant to subparagraph (e)(2) below, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract normally shall be subject to paragraph (c) below, and to the reservations and conditions deemed to be appropriate by the Head of the Contracting Agency or designee.

(ii) Upon request, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention in any country for which the Contractor has retained title.

(iii) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(c) Minimum rights acquired by the Government. (1) With respect to each subject invention to which the Contractor retains principal or exclusive rights, the Contractor agrees as follows:

(i) The Contractor hereby grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced each subject invention throughout the world by or on behalf of the Government of the United States (including any Government agency).

(ii) The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(A) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(B) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(C) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(D) Such action is necessary because the agreement required by paragraph (i) of this clause has neither been obtained nor waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(iii) The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with subdivision (ii) above. To the extent data or information supplied under this section is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it will not disclose such information to persons outside the Government.

(iv) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(v) The Contractor agrees to provide for the Government's paid-up license pursuant to subdivision (i) above in any instrument transferring rights in a subject invention and to provide for the granting of licenses as required by subdivision (ii) above, and for the reporting of utilization information as required by subdivision (iii) above, whenever the instrument transfers principal or exclusive rights in a subject invention.

(2) Nothing contained in this paragraph (c) shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Contractor. (1) The Contractor is hereby granted a revocable nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government obtains title, unless the Contractor fails to disclose the subject invention within the times specified in subparagraph (e)(2) below. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and agency licensing

regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(4) When the Government has the right to receive title, and does not elect to secure a patent in a foreign country, the Contractor may elect to retain such rights in any foreign country in which the Government elects not to secure a patent, subject to the Government's rights in subparagraph (c)(1) of this clause.

(e) Invention identification, disclosures, and reports. (1) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within 6 months after the Contractor becomes aware that a subject invention has been made, but in any event before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(3) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period, and stating that all subject inventions have been disclosed (or that there are not such inventions) and that the procedures required by subparagraph (e)(1) above have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(4) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (2) above.

(5) The Contractor agrees subject to FAR 27.302(i) that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (e)(1) and (4) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (e)(1) above;

(ii) Disclose any subject invention pursuant to subparagraph (e)(2) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (e)(3)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (h)(4) below.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (e)(2) above, and acceptable final report pursuant to subdivision (e)(3)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts. (1) The Contractor shall include this clause (suitably modified to identify the parties) in all subcontracts, regardless of tier, for experimental, developmental, or research work. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor--

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(i) Preference for United States industry. Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Government upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of clause)

#### 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3 Million, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

(End of clause)

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

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

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

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

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

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

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

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

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

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written

direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

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

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

Sincerely,

\_\_\_\_\_

[Issuing financial institution]

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

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

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

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

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

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

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

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

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

SIGHT DRAFT

\_\_\_\_\_

[City, State]

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

[Name and address of financial institution]

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

\_\_\_\_\_

[Beneficiary Agency]

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

(End of clause)

**AM#1 52.228-15 Performance and Payment Bonds--Construction (July 2000)**

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

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

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

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

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

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

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

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

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

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
401 14th Street, NW, 2nd Floor, West Wing  
Washington, DC 20227.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.231-5000 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 VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

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

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

(End of clause)

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

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

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more

frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

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

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers

that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

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

(1) The date fixed under this contract.

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

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

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

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

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

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

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

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

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

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

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

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice.

Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

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

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

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

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

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

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed

notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

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

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

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

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

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

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

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

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

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of

the amount due is made; and

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

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

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

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

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

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

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

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

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

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

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

(End of Clause)

#### 52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

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

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

(b) Such payment will be made only after receipt of paid or receipted

invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: None.

(End of clause)

52.233-1 DISPUTES. (DEC 1998)

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

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

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

(A) Exceeding \$100,000; or

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

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

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

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

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

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

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

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

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

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

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or

33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding

to successfully perform the work without additional expense to the Government.

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

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and

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

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

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

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

(1) at or near the work site, and

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

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

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

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

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

52.236-12 CLEANING UP (APR 1984)

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

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(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.

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

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

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

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

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

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

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

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

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

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.

#### 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.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

52.243-4 CHANGES (AUG 1987)

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

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

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

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

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

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

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

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

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

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.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--
- (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
- (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
  - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

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

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

(3) A separate, detailed cost estimate for

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

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

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

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

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

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

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

(e) Government action.

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

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the

Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

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

(f) Sharing.

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

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

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

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The

Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or

negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

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

End of Section 00700

SECTION 01000

CONSTRUCTION SCHEDULE  
**01/2000**  
**AMENDMENT 0001**

PART 1 GENERAL

1.1 SCHEDULE

Commence, prosecute, and complete the work under this contract in accordance with the following schedule and Section 00700 CONTRACT CLAUSES COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK and LIQUIDATED DAMAGES:

<u>Item of Work</u>	Commencement of Work (calendar days)	Completion of Work (calendar days)	Liquidated Damages per calendar day <sup>1</sup>
(1) All work For Patton Park (Base Bid)	Within 10 days after receipt of Notice to Proceed	<b><u>236</u></b> (Am#1)	\$ 140.00
(2) All Work For 8 inch Gas Line (Option No.1)	Within 10 days of receipt of notice to proceed following the award of the option	<b><u>204</u></b> (Am#1)	Same as the Base Bid
(3) All Work For Chaffee Village (Option No.2)	Within 10 days of receipt of notice to proceed following the award of the option	<b><u>298</u></b> (Am#1)	\$ 350.00
(4) Establishment of turf*	---	---	---

<sup>1</sup>Liquidated damages are not accumulative.

\*\*Establishment of Turf

Planting and maintenance for turfing shall be in accordance with Section 02922 SODDING. No payment will be made for establishment of turf until all requirements of the section are adequately performed and accepted, as determined by the Contracting Officer.

1.2 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)  
(ER 415-1-15)(52.0001-4038 1/96)

a. This provision specifies the procedure for 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 due to precipitation and temperature 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. Wind is not considered in the Monthly Anticipated Adverse Weather Calendar Day Schedule.

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
4	4	4	4	6	4	3	3	4	4	3	4

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will 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)."

1.3 WORK RESTRICTIONS

1.3.1 Working Hours

The normal duty working shift shall be Monday through Friday, 07:30 A.M. - 04:00 P.M. (Am#1)

1.3.2 Joint Occupancy

Family housing quarters will be occupied throughout construction.

1.3.3 Security

Construction Area is in Which Security Classification: General Access

1.3.4 Employee Identification

See Section 01500 TEMPORARY CONSTRUCTION FACILITIES, paragraph 1.1.2 Identification of Employees.

1.3.5 Notification of Family Housing Occupants

The Contractor shall leave a type written flier at the quarters within 7 to 10 calendar days before the outage. The Contractor shall go back the day prior to starting work and re-notify the occupants. The fliers shall be submitted to the Contracting Officer for approval prior to distribution. Fliers shall contain the following information:

- a. Explain exactly what work is scheduled.
- b. The date work will actually start.  
NOTE: Should the date the work is actually scheduled to start be delayed for some reason, the Contractor shall provide the quarters occupant a new start date and a new notice (flyer) for the re-scheduled work.
- c. The number of days scheduled to complete the work.
- d. Estimated completion date.
- e. Explain safety hazards, if any, that may be present during the work.
- f. State that the occupant is responsible for removing personal property from yard, driveway, walk and the perimeter of the building (including pets), prior to the start work date.

1.3.6 Cleaning Up

1.3.6.1 Daily Cleanup

In addition to other requirements in the contract, the Contractor shall perform daily cleanup of residential work sites. This includes the following:

- a. Scrap (waste materials) and salvage materials that result from work on this project.
- b. Tools and other equipment used in the performance of work on this project.
- c. Replacement materials not installed in work shall be removed.

1.3.6.2 Re-Lighting of Pilot Lights

The Contractor shall be responsible for re-lighting pilots within quarters if the occupant is home. If the occupant is not home, the Contractor shall notify the occupant by flyer that an attempt was made to re-light the pilot lights and the occupant should now contact TECOM, (254) 532-3133, to have their pilot lights re-lit. If the occupant is not home, the gas will be left shut-off to the quarters.

1.4 UTILITIES

1.4.1 Payment for Utility Services (FAR 36.303(C)(6))

Water, gas, and electricity are available from Government-owned and operated systems and will be charged to the Contractor at rates as provided in Contract Clause 52.236.14 AVAILABILITY AND USE OF UTILITY SERVICES.

1.4.2 Metering of Utilities

Contractor shall provide own meters for trailers and any other utility requirement and sign a utility sales agreement with Mrs. Marison Whittington, Building 4219, (254) 287-7671. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

1.4.3 Outages

The Contractor shall coordinate all requests for utility outages with the Contracting Officer in writing 14 days prior to date of requested outage:

- a. Water, gas, steam, and sewer outages shall be held to a maximum duration of 4 hours unless otherwise approved in writing.
- b. Electrical outages shall have a maximum duration of 4 hours.
- c. All utility outages shall be scheduled only on Saturdays, Sundays, or holidays unless specific approval is otherwise received.

1.5 STREET CLOSINGS

The Contractor shall coordinate all requests for street closings with the Contracting Officer in writing 14 days prior to date of requested outage:

- a. One lane traffic shall be maintained at all times (except that a total closing may be allowed for specific 8-hour periods).
- b. The final street repair shall be completed within 14 days after the start of any street crossing. Any part of the street returned to service prior to final repair shall be maintained smooth with hot-mix cold-lay surface course.
- c. Open cuts across paved roads and streets for utility crossings will not be allowed. Utility crossings will be accomplished by boring or jacking procedures only.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SECTION 01110

SUMMARY OF WORK  
09/2000

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

1.1.1 Project Description

The Contractor shall provide all services, materials, supplies, equipment, labor, investigations, survey, travel, supervision, testing, and quality control to install a new polyethylene gas distribution system, and abandon-in-place existing gas distribution system, in the Patton Park Family Housing Area at Fort Hood, Texas. This contract has two bid options associated with it. The Contractor may complete the options with, or without, the other. Bid Option 1 consists of the Contractor providing all services, materials, supplies, equipment, labor, investigations, survey, travel, supervision, testing, and quality control to replace the existing 8-inch steel gas main from its connection at Venable Village Family Housing Area to its connection located between the Chaffee Village and Patton Park Family Housing Areas. This gas line will be replaced with a polyethylene gas main of the same dimensions as the existing. The existing line shall be abandoned-in-place. The extent of Bid Option 1 can be seen Volume 1 of the contract drawings, sheets U-6 through U-11. Bid Option 2 consists of installing a new polyethylene gas distribution system, and abandon-in-place existing gas distribution system, in the Chaffee Village Family Housing Area. All work will be in accordance with (IAW) Title 49 Code of Federal Regulations (CFR) Parts 190 through 192 requirements and standards, local laws and regulations, and all project specifications and drawings.

Gas distribution system shall consist of pipes, valves, fittings, regulators, relief devices, and meters. Contractor shall install new mains and service lines to each of the dwellings specified by the Contracting Officer and shown on the drawings. In addition, Contractor shall abandon-in-place the existing steel gas distribution system as noted on the drawings. Contractor shall provide meters to approximately 10 percent of residences in Patton Park and Chaffee Village (Bid Option 2).

Many existing fences, trees, and concrete patios will affect the gas line replacement. Fences are predominantly wooden in Patton Park and chain-link in Chaffee Village. There are sprinkler systems installed at units 6827 and 6829 in Patton Park. These addresses are housing for visiting dignitaries. One residence will be required to be operational at all times. Hand excavation will be required around all fencing and sprinkler lines within the fenced yard boundary. All landscaping must be replaced as found prior to excavation and gas line replacement. Several of the general officer's quarters will require a gas line tie-in into the attic of the residence. Coordination with Fort Hood Housing Engineer on placement of gas pipeline on exterior walls is required. Attic access is the same for 6794, 6796, and 6798. It is assumed that these attic accesses are typical.

Contractor shall verify. Contractor should walk site prior to bid submission. Numerous roads, sidewalks, and water crossings will require boring to install pipe.

Each duplex housing unit in Chaffee Village will have its own service line installed. Currently, the duplex housing units have one service line supplying both residences.

Additional work includes the removal of asbestos-containing materials (ACM) which are encountered during gas distribution line abandonment activities. The specific ACM to be abated is identified on the project drawings. Activities include OSHA Class I work operations involving ACM. The work also includes containment, storage, transportation and disposal of the generated ACM.

[AM#0001] After completion of the gas distribution system, the Contractor shall accurately locate all new gas valves, gas mains, gas services, regulators, and meters and shall be shown on on the as-built drawings. Any abandoned gas lines not properly shown, that are encountered, shall be shown on the as-built drawings.

#### 1.1.2 Gas Distribution System Installation

The gas distribution system may include, but not be limited to:

- a. Shrubbery removal/replanting for buried pipe access.
- b. Tree removal for buried pipe access.
- c. Foundation/pavement removal/replacement for access.
- d. New buried pipe, fittings and valves.
- e. New aboveground pipe, fittings, valves, regulators and meters.
- f. Asbestos abatement.
- g. Concrete and pavement repair/replacement.
- h. Fence removal/repair/replacement.
- i. Boring under roads and other access ways.
- j. Encasement of buried pipe.

Contractor shall replace all trees, bushes, foundations, concrete, pavement, and fencing to conditions existing prior to gas line distribution system installation. For trees and shrubs, Contractor shall replace with like species, and care and maintain (i.e., water and fertilization) for 3 months after planting.

#### 1.1.3 Reporting

After completion of the gas distribution systems installation and operations testing, the Contractor shall provide a site-specific natural gas system Operations and Maintenance Manual for each system. The manuals shall be bound and the originals with five copies shall be submitted. These manuals shall include the detailed requirements and guidelines for the operation and maintenance of the gas line systems and equipment.

#### 1.2 SUBMITTALS

Contractor shall supply all submittals in accordance with Section 01330

SUBMITTAL PROCEDURES. Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only.

SD-01 Data

Work Plan; GA.

Contractor shall submit a work plan for gas distribution system installation to the Contracting Officer.

### 1.3 WORK PLAN

Contractor shall submit a project Work Plan for the gas distribution system installation. This Work Plan shall include the methodology and schedule for the completion of the work in accordance with the design drawings and specifications. The Work Plan shall demonstrate how the Contractor will meet the project schedule as specified in Section 01000 CONSTRUCTION SCHEDULE.

### PART 2 PRODUCTS

Not used.

### PART 3 EXECUTION

Project execution shall be completed per approved Contractor Work Plan.

-- End of Section --

SECTION 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS  
09/2000

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422	(1963; R 1990) Particle-Size Analysis of Soils
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1993) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.2 MEASUREMENT AND PAYMENT

1.2.1 Trench Excavation

Trench excavation shall be paid subsidiary to the gas line installation. No increase shall be made for the extra width required at valve boxes and similar structures. Payment for gas line installation shall constitute full payment for trenching, excavation and backfilling. Unstable trench bottoms shall be replaced by select granular material. Trench excavation shall also include the additional width at valve boxes and similar structures, pumping and bailing, and all incidentals necessary to complete the work required by this section.

1.3 DEGREE OF COMPACTION

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557.

1.4 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 in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09 Reports

Field Density Tests; GA. Testing of Backfill Materials; GA.

Copies of all laboratory and field test reports within 24 hours of the completion of the test.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP, SM, SW-SM, SC, SW-SC, SP-SM, SP-SC, CL, ML, CL-ML, CH, MH.

2.1.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 1-1/2 inches. The Contracting Officer shall be notified of any contaminated materials.

2.1.3 Cohesionless and Cohesive Materials

Cohesionless materials shall include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials shall include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM shall be identified as cohesionless only when the fines are nonplastic.

2.1.4 Unyielding Material

Unyielding material shall consist of rock and gravelly soils with stones greater than 1-1/2 inches in any dimension or as defined by the pipe manufacturer, whichever is smaller.

2.1.5 Unstable Material

Unstable material shall consist of materials too wet to properly support the utility pipe, conduit, or appurtenant structure.

2.1.6 Select Granular Material

Select granular material shall consist of well-graded sand, gravel, crushed gravel, crushed stone or crushed slag composed of hard, tough and durable particles, and shall contain not more than 10 percent by weight of material passing a No. 200 mesh sieve and no less than 95 percent by weight passing the 1 inch sieve. The maximum allowable aggregate size shall be one inch, or the maximum size recommended by the pipe manufacturer, whichever is smaller.

2.1.7 Initial Backfill Material

Initial backfill shall consist of select granular material or satisfactory materials free from rocks one inch or larger in any dimension or free from rocks of such size as recommended by the pipe manufacturer, whichever is smaller. When the pipe is coated or wrapped for corrosion protection, the initial backfill material shall be free of stones larger than 1-1/2 inches in any dimension or as recommended by the pipe manufacturer, whichever is smaller.

2.2 PLASTIC MARKING TAPE

Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion. Tape color shall be as specified in TABLE 1 and shall bear a continuous printed inscription describing the specific utility.

TABLE 1. Tape Color

Red:	Electric
Yellow:	Gas, Oil, Dangerous Materials
Orange:	Telephone, Telegraph, Television, Police, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems

PART 3 EXECUTION

3.1 EXCAVATION

Excavation shall be performed to the lines and grades indicated. Earth excavation shall include removal and disposal of material not classified as rock. During excavation, material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench

equal to 1/2 the depth of the excavation, but in no instance closer than 2 feet. Excavated material not required or not satisfactory for backfill shall be removed from the site. Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating shall be removed to maintain the stability of the bottom and sides of the excavation. Unauthorized over-excavation shall be backfilled in accordance with paragraph BACKFILLING AND COMPACTION at no additional cost to the Government.

### 3.1.1 Trench Excavation Requirements

Trench walls below the top of the pipe shall be sloped, or made vertical, and of such width as required to perform alterations to the piping system. Trench walls shall be made vertical. Trench walls more than 4 feet high shall be shored, cut back to a stable slope, or provided with equivalent means of protection for employees who may be exposed to moving ground or cave in. Vertical trench walls more than 6 feet high shall be shored. Trench walls which are cut back shall be excavated to at least the angle of repose of the soil. Special attention shall be given to slopes which may be adversely affected by weather or moisture content. The trench width below the top of pipe shall not exceed 24 inches.

#### 3.1.1.1 Bottom Preparation

The bottoms of trenches shall be accurately graded to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of one inch or greater in any dimension shall be removed to avoid point bearing.

#### 3.1.1.2 Removal of Unstable Material

Where unstable material is encountered in the bottom of the trench, such material shall be removed to the depth directed and replaced to the proper grade with select granular material as provided in paragraph BACKFILLING AND COMPACTION. When removal of unstable material is required due to the Contractor's fault or neglect in performing the work, the resulting material shall be excavated and replaced by the Contractor without additional cost to the Government.

### 3.1.2 Stockpiles

Stockpiles of satisfactory shall be placed and graded as specified. Stockpiles shall be kept in a neat and well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared, grubbed, and sealed by rubber-tired equipment, excavated satisfactory and unsatisfactory materials shall be separately stockpiled. Stockpiles of satisfactory materials shall be protected from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, such material shall be removed and replaced with satisfactory material from approved sources at no additional cost to the Government. Locations of stockpiles of satisfactory materials shall be subject to prior approval of the Contracting Officer.

### 3.2 BACKFILLING AND COMPACTION

Backfill material shall consist of satisfactory material, select granular material, or initial backfill material as required. Backfill shall be placed in layers not exceeding 6 inches loose thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines, unless otherwise specified. Each layer shall be compacted to at least 90 percent maximum density for cohesionless soils and 85 percent maximum density for cohesive soils, unless otherwise specified.

#### 3.2.1 Trench Backfill

Trenches shall be backfilled to the grade shown on the contract drawings. The trench shall be backfilled to 2 feet above the top of pipe prior to performing the required pressure tests. The repaired areas shall be left uncovered during the pressure test. The trench shall not be backfilled until all specified tests are performed.

##### 3.2.1.1 Replacement of Unyielding Material

Unyielding material removed from the bottom of the trench shall be replaced with select granular material or initial backfill material.

##### 3.2.1.2 Replacement of Unstable Material

Unstable material removed from the bottom of the trench or excavation shall be replaced with select granular material placed in layers not exceeding 6 inches loose thickness.

##### 3.2.1.3 Bedding and Initial Backfill

Bedding shall be of the type and thickness shown. Initial backfill material shall be placed and compacted with approved tampers to a height of at least one foot above the utility pipe or conduit. The backfill shall be brought up evenly on both sides of the pipe for the full length of the pipe. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe.

##### 3.2.1.4 Final Backfill

The remainder of the trench, except for special materials for roadways, railroads and airfields, shall be filled with satisfactory material. Backfill material shall be placed and compacted as follows:

- a. Sidewalks, Turfed or Seeded Areas and Miscellaneous Areas:  
Backfill shall be deposited in layers of a maximum of 12 inch loose thickness, and compacted to 85 percent maximum density for cohesive soils and 90 percent maximum density for cohesionless soils. Water flooding or jetting methods of compaction will be permitted for granular noncohesive backfill material. Water jetting shall not be allowed to penetrate the initial backfill. This requirement shall also apply to all other areas not

specifically designated above.

### 3.3 SPECIAL REQUIREMENTS

Special requirements for both excavation and backfill relating to the specific utilities are as follows:

#### 3.3.1 Gas Distribution

Trenches shall be graded as specified for pipe-laying requirements in Section 02685 GAS DISTRIBUTION SYSTEM.

#### 3.3.2 Plastic Marking Tape

Warning tapes shall be installed directly above the pipe, at a depth of 18 inches below finished grade unless otherwise shown.

### 3.4 TESTING

Testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government.

#### 3.4.1 Testing Facilities

Tests shall be performed by an approved commercial testing laboratory or may be tested by facilities furnished by the Contractor. No work requiring testing will be permitted until the facilities have been inspected and approved by the Contracting Officer. The first inspection shall be at the expense of the Government. Cost incurred for any subsequent inspection required because of failure of the first inspection will be charged to the Contractor.

#### 3.4.2 Testing of Backfill Materials

Characteristics of backfill materials shall be determined in accordance with particle size analysis of soils ASTM D 422 and moisture-density relations of soils ASTM D 1557. A minimum of one particle size analysis and one moisture-density relation test shall be performed on each different type of material used for bedding and backfill.

#### 3.4.3 Field Density Tests

Tests shall be performed in sufficient numbers to ensure that the specified density is being obtained. A minimum of one field density test per lift of backfill for every one [AM#0001] thousand foot of installation and at every street, drive, and sidewalk crossing shall be performed. One moisture density relationship shall be determined for every 1500 cubic yards of material used. Field in-place density shall be determined in accordance with ASTM D 1556, ASTM D 2167, ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using the sand cone method as described in paragraph Calibration of the ASTM publication. ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked

along with density calibration checks as described in ASTM D 3017. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job, on each different type of material encountered, at intervals as directed by the Contracting Officer. Copies of calibration curves, results of calibration tests, and field and laboratory density tests shall be furnished to the Contracting Officer. Trenches improperly compacted shall be reopened to the depth directed, then refilled and compacted to the density specified at no additional cost to the Government.

-- End of Section --

SECTION 02400

JACKING OR BORING PIPE  
09/2000

PART 1 GENERAL

This item shall cover jacking and boring for the installation of underground utilities. All costs associated with jacking or boring pipe are not separate pay items. These costs shall be part of the overall project cost to replace gas lines.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 53 (1995) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

CODE OF FEDERAL REGULATIONS (CFR)

49 CFR 192 Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards

1.2 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 in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Casing Pipe; GA.

All casing pipe shall be schedule 40 black steel pipe with protective coating. Contractor to provide vendor information including locations and certifications.

Jacking and Boring Plan; GA.

The Contractor shall submit the plan of his proposed installation procedures for approval.

PART 2 PRODUCTS

2.1 EQUIPMENT

The Contractor shall provide the following for the installation of gas distribution piping at all road[AM#0001]s, sidewalkss, and water crossings:

- a. All equipment necessary and required for the proper installation of polyethylene gas lines shall be on the project, in first-class working condition, and approved by the Contracting Officer before construction is permitted to start.
- b. The Contractor shall provide appropriate hoisting equipment to handle the pipe while unloading and placing it in its final position without damage to the pipe.
- c. The Contractor shall provide hand tampers and pneumatic tampers to obtain the required compaction of the pipe bed and the backfill, as specified.

The casing pipe shall be schedule 40 black steel pipe with protective coating per ASTM A 53. The gas distribution pipe shall be separated from the casing by [AM#0001]polyethylene pipe cradle, Pipeline Seal and Insulator, Inc. Model PE, or approved equal. No fittings, except couplings, will be allowed in casings. Couplings shall be avoided where possible.

### PART 3 EXECUTION

#### 3.1 GENERAL

Polyethylene gas distribution lines shall be installed in a schedule 40 black steel pipe with protective coating of the size shown on the drawings in accordance with 49 CFR 192. [AM#0001]The encasement pipe (sleeve) may be installed by jacking, boring, or tunneling. Regardless of the method used, the encasement pipe shall be installed with an even bearing throughout its length. All voids between the encasement pipe and the earth or rock shall be pressure grouted (1:7 ratio grout with 5 to 40 percent air entrainment). Timber supports shall not be permitted. A minimum clearance of at least two inches between the inner wall of the sleeve and maximum outside diameter of the pipe and joint shall be provided. [AM#0001]. The Contractor shall submit the plan of his proposed installation procedures for approval. The plan shall include pipe guides, jack positions, jacking head, tunnel liner when required, jointing methods, and other specific information pertinent to the procedure selected. The approval of this plan by the Contracting Officer shall not relieve the Contractor from the responsibility of obtaining the specified results.

##### 3.1.1 Jacking

- a. If the grade of the pipe at the jacking end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking operations and for placing end joints of the pipe. Wherever end trenches are cut into the sides of the embankment or beyond it, such work shall be sheathed securely and braced in a satisfactory manner to prevent earth caving. Pits shall be braced and shored in conformance with OSHA standards. Boring pit shall be 8' x

35' and receiving pit shall be 8' x 10' minimum.

b. Where pipe is required to be installed under or near existing roads, sidewalks, or water crossings, construction shall be done in such a manner that will not interfere with the operation of the roads, sidewalks, or water crossings, and shall not weaken or damage any pavement. During construction operations, barricades and lights to safeguard traffic shall be furnished and maintained as directed by the Contractor, until such time as the backfill has been completed.

c. Heavy duty jacks suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied. A suitable jacking head, usually of timber, and suitable bracing between jacks and the jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. A suitable jacking frame or back stop shall be provided. The pipe to be jacked shall be set on guides, properly braced together to support the section of the pipe and to direct it in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe.

d. In general, embankment material shall be excavated just ahead of the pipe, the material shall be removed through the pipe, and the pipe forced through the embankment with jacks into the space thus provided. The distance that the excavation shall extend beyond the end of the pipe depends on the character of the material, but it shall not exceed 2 feet in any case. The distance shall be decreased on instructions from the Contracting Officer, if the character of the material being excavated makes it desirable to keep the advance excavation closer to the end of the pipe. The pipe shall be jacked from the low or downstream end. Lateral or vertical variation in the final position of the pipe from the line and grade established by the construction plans will be permitted only to the extent of 1 inch in 10 feet, provided that such variation shall be regular and only in one direction and that the final grade of flow line shall be in the direction indicated on the plans.

e. If the Contractor desires, he may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto the pipe. When jacking of pipe is begun, the operation shall be carried on without interruption to prevent the pipe from becoming firmly set in the embankment. Any pipe damaged in jacking operations shall be removed and replaced by the contractor at his expense. The pits or trenches excavated to facilitate jacking operations shall be backfilled immediately after the jacking of the pipe has been completed.

### 3.1.2 Boring

a. The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation for pits and installation of shoring shall be as outlined paragraph 3.1.1. The location of the pit shall meet the approval of the Contracting Officer. The holes are to be

bored mechanically. The boring shall be done using a pilot hole. By this method, an approximate 2 inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. Excavated material will be placed near the top of the working pit and disposed of as operations will permit. Jetting will not be permitted.

b. In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of a high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of the cuttings and installation of the pipe.

c. Allowable variable from line and grade shall be as specified under paragraph 3.1.1. Overcutting in excess of 1 inch shall be remedied by pressure grouting the entire length of the installation.

### 3.2 JACKING AND BORING PLAN

The Contractor shall submit the plan of his proposed installation procedures for approval. This plan shall outline Contractor's understanding of the above paragraphs and illustrate past experience and knowledge of installations of this project type. This plan shall also describe the methodology Contractor will use to protect existing structures (i.e., concrete and pavement) from damage as a result of gas distribution system installation, and special precautions and safety issues involved with the operation. Names, experience, and resumes of those individuals involved with the jacking and boring process shall be included in the plan.

-- End of Section --

SECTION 02685

GAS DISTRIBUTION SYSTEM  
09/2000

PART 1 GENERAL

Installation of the gas distribution system shall be paid on a lump sum basis that includes all materials, labor, equipment, appurtenances, and items subsidiary to the system.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN GAS ASSOCIATION (AGA)

AGA-01 (1989) A.G.A. Plastic Pipe Manual for Gas Service

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B16.40 (R1994) Manually Operated Thermoplastic Gas Shutoffs and Valves in Gas Distribution

ANSI B31.8 Gas Transmission and Distribution Piping & Systems

ANSI B109.1 (1992) Diaphragm Type Gas Displacement Meters (Under 500 Cubic Feet per Hour Capacity)

ANSI B109.2 (1992) Diaphragm Type Gas Displacement Meters (Over 500 Cubic Feet per Hour Capacity)

AMERICAN PETROLEUM INSTITUTE (API)

API Spec 5L (1995) Line Pipe

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 53 (1995) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

ASTM A 181 (1995a) Forgings, Carbon Steel, for General-Purpose Piping

ASTM D 2513 (1995b) Thermoplastic Gas Pressure Pipe, Tubing, and Fittings

ASTM D 2517	(1994) Reinforced Epoxy Resin Gas Pressure Pipe and Fittings
ASTM D 2683	(1993) Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing
ASTM D 3261	(1993) Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
ASTM D 3308	(1991a) PTFE Resin Skived Tape
ASTM D 3350	(1993) Polyethylene Plastics Pipe and Fittings Materials

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B1.20.1	(1983; R 1992) Pipe Threads, General Purpose (Inch)
ASME B16.5	(1988; Errata Oct 1988; B16.5a) Pipe Flanges and Flanged Fittings
ASME B16.9	(1993) Factory-Made Wrought Steel Buttwelding Fittings
ASME B16.11	(1991) Forged Fittings, Socket-Welding and Threaded
ASME B16.21	(1992) Nonmetallic Flat Gaskets for Pipe Flanges
ASME B16.40	(1985; R 1994) Manually Operated Thermoplastic Gas Shutoffs and Valves in Gas Distribution Systems
ASME B31.8	(1992; B31.8a; B31.8b; B31.8c) Gas Transmission and Distribution Piping Systems
ASME BPV VIII Div 1	(1995; Addenda Dec 1995) Boiler and Pressure Vessel Code; Section VIII, Pressure Vessels Division 1 - Basic Coverage

CODE OF FEDERAL REGULATIONS (CFR)

49 CFR 192	Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards
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MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-25	(1993) Standard Marking System for Valves, Fittings, Flanges and Unions
MSS SP-58	(1993) Pipe Hangers and Supporters - Materials, Design, and Manufacture
MSS SP-69	(1996) Pipe Hangers and Supporters - Selection and Application

NACE INTERNATIONAL (NACE)

NACE 0185	(1985) Extruded, Polyolefin Resin Coating Systems for Underground or Submerged Pipe
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STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC Paint 21	(1991) White or Colored Silicone Alkyd Paint
SSPC Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (without Lead and Chromate Pigments)
SSPC Paint 101	(1991) Aluminum Alkyd Paint
SSPC Paint 104	(1991) White or Tinted Alkyd Paint
SSPC SP 1	(1982) Solvent Cleaning
SSPC SP 3	(1995) Power Tool Cleaning
SSPC SP 7	(1994) Brush-Off Blast Cleaning

UNDERWRITERS LABORATORY (UL)

UL-06	(1996: Supplemental) Gas & Oil Equipment Directory
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1.2 GENERAL REQUIREMENTS

Purge any pipe section before taking any corrective action on the pipe. Before purging any line, notify and receive approval of Contracting Officer.

Special conditions at Patton Park: Many fences, trees, and concrete patios exist that affect the gas distribution line replacement. Each of the existing steel service lines to the residences has an asbestos coating that must be abated at the riser per Section 13280 ASBESTOS ABATEMENT. If a concrete patio exists, it shall be removed [AM#0001]and replaced as required to access the pipe/riser connection and permit asbestos abatement.

For new installation, Contractor shall jack/bore the pipe under patios whenever possible in accordance with Section 02400 JACKING OR BORING PIPE, or circumvent the patio as required (as approved by the Contracting Officer). Fences are predominantly wooden. The following residences have

polyethylene service lines installed: 6603, 6604, 6605, 6606, 6607, 6608, 6610, 6791, 6792, 6793, 6795, 6821, and 6826. However, the valves that exist on the service lines to all but 6791, 6792, and 6793 are steel. These steel lines will have to be bypassed as shown on the construction drawings. 6827 and 6829 are guest housing for visiting dignitaries. Each of these residences has a sprinkler system installed. Contractor shall hand excavate around fencing and sprinkler lines within fence boundary. All landscaping must be replaced as found. Prior to excavation, coordination with Fort Hood grounds keeping superintendent is required. Either 6827 or 6829 must be in operation at all times. 6791, 6792, and 6793 all have polyethylene mains and service lines installed. Gas distribution line installation at several of the General Officer's Quarters will involve routing the pipe from the meter up the outside wall of the residence into the attic with a tie-in in the utility closet. Attic access is the same for 6794, 6796, and 6798. It is assumed that these attic accesses are typical. Contractor shall verify. Contractor shall stay outside of all fences and patios at General Officer's Quarters. Contractor shall coordinate with Fort Hood Housing Engineer prior to trenching for final approval of pipe routes. Contractor shall hand excavate near residence at 6799 to avoid new polyethylene gas line leading to grill in back yard. Contractor should walk site prior to bid submission.

Special conditions at Chaffee Village: Many fences, trees, and concrete patios exist that affect the gas distribution line replacement. Each of the existing steel service lines to the residences has an asbestos coating that must be abated at the riser per Section 13280 ASBESTOS ABATEMENT. If a concrete patio exists, it shall be removed [AM#0001]and replaced as required to access the pipe/riser connection and permit asbestos abatement.

For new installation, Contractor shall jack/bore the pipe under patios whenever possible in accordance with Section 02400 JACKING OR BORING PIPE, or circumvent the patio as required (as approved by the Contracting Officer). Fences are predominantly rented and chain-link. Each duplex housing unit will have its own service line installed. Currently, the duplex housing units have one service line supplying both residences.

There are 19 residences between Anderson Street and 37<sup>th</sup> Street that have existing polyethylene service lines off of a polyethylene main. Contractor shall tie-in existing polyethylene main with new polyethylene main at the location between 6421 Anderson and 6334 37<sup>th</sup>. Contractor should walk site prior to bid submission.

Contractor shall locate all new valves by [AM#0001]conventional survey and provide the data in an electronic file capable of being merged with the Fort Hood database.

#### 1.2.1 Welding Steel Piping

All underground piping shall be polyethylene except at a required polyethylene to steel fitting. There are several of these polyethylene/steel interfaces. Welding and nondestructive testing procedures for pressure piping are specified in Section 05093 WELDING, PRESSURE PIPING.

#### 1.2.2 Jointing Polyethylene Piping

Piping shall be joined by performance qualified joiners using qualified procedures in accordance with AGA-01. Manufacturer's prequalified joining procedures shall be used. Joints shall be inspected by an inspector qualified in the joining procedures being used and in accordance with AGA-01.

Joiners and inspectors shall be qualified at the jobsite by a person who has been trained and certified by the manufacturer of the pipe, to train and qualify joiners and inspectors in each joining procedure to be used on the job. Training shall include use of equipment, explanation of the procedure, and successfully making joints which pass tests specified in AGA-01. The Contracting Officer shall be notified at least 24 hours in advance of the date to qualify joiners and inspectors.

#### 1.2.3 Standard Products

Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Asbestos or products containing asbestos shall not be used. Equipment shall be supported by a service organization that is, in the opinion of the Contracting Officer, reasonably convenient to the site. Valves, flanges, and fittings shall be marked in accordance with MSS SP-25.

#### 1.2.4 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing the work.

#### 1.2.5 Handling

Pipe and components shall be handled carefully to ensure a sound, undamaged condition. Particular care shall be taken not to damage pipe coating. No pipe or material of any kind shall be placed inside another pipe or fitting after the coating has been applied, except as specified in paragraph INSTALLATION. Plastic pipe shall be handled in conformance with AGA-01.

### 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 in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### SD-04 Drawings

Pipe, Fittings, and Associated Materials; GA.

Drawings shall contain complete schematic and piping diagrams and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Drawings shall show proposed layout and anchorage of the system and appurtenances, and equipment relationship to other parts of the work including clearances for maintenance and operation.

SD-07 Schedules

Equipment and Materials; GA.

A complete list of equipment and materials, including manufacturer's descriptive and technical literature, performance charts and curves, catalog cuts, and installation instructions, including, but not limited to the following:

- a. Dielectric Unions and Flange Kits.
- b. Piping.
- c. Meters.
- d. Pressure Reducing Valves.
- e. Regulators.

Spare Parts Data; FIO.

Spare parts lists for each different item of material and equipment specified, after approval of the detail drawings and not later than one month prior to the date of beneficial occupancy. The data shall include a complete list of parts and supplies, with current unit prices and source of supply.

Notification; GA.

Notification of the Contractor's schedule for making connections to existing gas lines, at least 10 days in advance.

SD-08 Statements

Welding Steel Piping; FIO.

A copy of qualified welding procedures along with a list of names and identification symbols of performance qualified welders and welding operators.

Jointing Polyethylene Piping; GA.

A copy of qualified jointing procedures, training procedures, qualifications of trainer, and training test results for joiners and inspectors.

Connection and Abandonment Procedures; GA.

A copy of procedures for gas line tie-in, hot taps, abandonment/removal or demolition, purging, and plugging as applicable in accordance with ASME B31.8.

SD-13 Certificates

Utility Work; FIO.

Certification from the Operating Agency/Utility Company that work for which the Utility is responsible has been completed.

Training; FIO.

A copy of each inspector's and jointer's training certificate with respective test results.

SD-19 Operation and Maintenance Manuals

Gas Distribution System; GA.

Six copies, in booklet form and indexed, of site specific natural gas operation and maintenance manual for each gas distribution system including system operation, system maintenance, equipment operation, and equipment maintenance manuals described below. If operation and maintenance manuals are provided in a common volume, they shall be clearly differentiated and separately indexed.

The System Operation Manual shall include but not be limited to the following:

- a. Detailed drawings showing piping layout and locations of all system valves and gas line markers.
- b. Step-by-step procedures required for system startup, operation, and shutdown. System components and equipment shall be indexed to the contract drawings.
- c. Isolation procedures and valve operations to shut down or isolate each section of the system. Valves and other system components shall be indexed to the contract drawings.
- d. Descriptions of Site-Specific Standard Operation Procedures including permanent and temporary pipe repair procedures, system restart and test procedures for placing repaired lines back in service, and procedures for abandoning gas piping and system components.
- e. Descriptions of Emergency Procedures including: isolation procedures including required valve operations with valve locations indexed to gas map, recommended emergency equipment, and checklist for major emergencies. The Equipment Operation Manual shall include but not be limited to detail drawings, equipment data, and manufacturer supplied operation manuals for all equipment, valves and system components.

The System Maintenance Manuals shall include but not be limited to:

- a. Maintenance check list for entire gas distribution system.
- b. Descriptions of site specific standard maintenance procedures.

- c. Maintenance procedures for installed cathodic protection systems.
- d. Piping layout, equipment layout, and control diagrams of the systems as installed.
- e. Identification of pipe materials and manufacturer by location, pipe repair procedures, and jointing procedures at transitions to other piping materials or piping from different manufacturer.

The Equipment Maintenance Manuals shall include but not be limited to the following:

- a. Identification of valves and other equipment by materials, manufacturer, vendor identification and location.
- b. Maintenance procedures and recommended maintenance tool kits for all valves and equipment.
- c. Recommended repair methods, either field repair, factory repair, or whole-item replacement for each valve component or piece of equipment or component item.
- d. Routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide.

## PART 2 PRODUCTS

### 2.1 PIPE, FITTINGS, AND ASSOCIATED MATERIALS

#### 2.1.1 Steel Pipe (NOTE: All underground piping shall be polyethylene.)

Steel pipe shall conform to ASTM A 53, Grade A or B, Type E or S, Schedule 40; or API Spec 5L seamless or electric resistance welded, Schedule 40, black steel pipe as specified in ASME B31.8. Furnace butt-welded pipe may be used in sizes 1-1/2 inches and smaller.

#### 2.1.2 Small Fittings

Fittings 1-1/2 inches and smaller shall conform to ASME B16.11.

#### 2.1.3 Fittings, 2 Inches and Larger

Pipe flanges and flanged fittings including bolts, nuts, and bolt patterns shall be in accordance with ASME B16.5. Butt-weld fittings shall be in accordance with ASME B16.9. Weld neck flanges shall be used.

#### 2.1.4 Steel Forged Branch Connections

Connections shall conform to ASTM A 181, Class 60, carbon steel.

#### 2.1.5 Flange Gaskets

Gaskets shall be non-asbestos compressed material in accordance with ASME

B16.21, 1/16 inch minimum thickness, full face or self-centering flat ring type. The gaskets shall contain aramid fibers bonded with nitrile butadiene rubber (NBR), or glass fibers bonded with polytetrafluorethylene, suitable for maximum 600 degrees F service and meeting applicable requirements of ASME B31.8.

2.1.6 Pipe Threads

Pipe threads shall conform to ASME B1.20.1.

2.1.7 Polyethylene Pipe, Tubing, Fittings and Joints

Polyethylene pipe, tubing, fittings and joints shall be Driscopipe 6500 series manufactured from Marlex TR-418 medium density PE 2406 pipe grade resin according to standard ASTM D 2513, or approved equivalent. Polyethylene pipe, tubing, fittings, and joints shall have a Standards Dimension Ratio (SDR) equal to 11 for sizes of 2 inches and below, and an SDR of 11.5 for sizes above 2 inches. Pipe sections shall be marked as required by ASTM D 2513. Butt fittings shall conform to ASTM D 2683. Fittings shall match the service rating of the pipe.

2.1.8 Not Used.

2.1.9 Sealants for Steel Pipe Threaded Joints

2.1.9.1 Sealing Compound

Joint sealing compound shall be as listed in UL-06, Class 20 or less.

2.1.9.2 Tape

Polytetrafluoroethylene tape shall conform to ASTM D 3308.

2.1.10 Identification

Pipe flow markings and metal tags for each valve, meter, and regulator shall be provided as required by the Contracting Officer.

2.1.11 Insulating Joint Materials

Insulating joint materials shall be provided between flanged or threaded metallic pipe systems where shown to isolate galvanic or electrolytic action.

2.1.11.1 Threaded Joints

Joints for threaded pipe shall be steel body nut type dielectric type unions with insulating gaskets.

2.1.11.2 Flanged Joints

Joints for flanged pipe shall consist of full face sandwich-type flange insulating gasket of the dielectric type, insulating sleeves for flange bolts and insulating washers for flange nuts.

#### 2.1.12 Gas Transition Fittings

Gas transition fittings shall be manufactured steel fittings approved for jointing steel and polyethylene or fiberglass pipe. Approved transition fittings are those that conform to AGA-01 requirements for transition fittings.

#### 2.2 VALVES

All underground valves shall be polyethylene ball valves. Valves shall be suitable for shutoff or isolation service and shall conform to the following:

##### 2.2.1 Polyethylene Valves

Polyethylene valves shall conform to ASME B16.40. Polyethylene valves, in sizes 1-1/2 inch to 8 inches, may be used with polyethylene distribution and service lines for underground installation only. Polyethylene valves shall be Nordstrom Audco Poly-Gas full port valves manufactured from Marlex TR-418 medium density PE 2406 pipe grade resin according to ASTM D 2513, or approved equivalent. Valves shall have an SDR equal to 11, to conform to ASME B16.40, and satisfy requirements of 49 CFR 192.

#### 2.3 PIPE HANGERS AND SUPPORTERS

Pipe hangers and supporters shall conform to MSS SP-58 and MSS SP-69.

#### 2.4 PRESSURE REGULATORS

Regulators shall have ferrous bodies, shall provide backflow and vacuum protection, and shall be designed to meet the pressure, load and other service conditions.

##### 2.4.1 Service Line Regulators

Contractor to remove existing service line regulators at residence inlet, and replace with Fisher Controls Type S106 internal relief safety drop regulator, or approved equivalent. All installed regulators shall have an inlet and outlet size of 1-inch. Regulators shall have a 3/16-inch orifice size to obtain a maximum operating inlet pressure of 5.5 to 7.0 inches of water column. Installation may be in one of four configurations, with the spring case vent pointing down.

NOTE: at an inlet pressure of 50 psig, a minimum of 1,100 scfh of 0.6 specific gravity natural gas is required to prevent shutoff of all sizes of Type S106 regulators.

Regulators shall be provided where gas will be distributed at pressures in excess of 10 inches of water column.

#### 2.5 METERS

Contractor to remove existing service line meters at residence inlet, and

replace with a pedestal- or pipe-mounted meter with overpressure protection as specified in ASME B31.8 tamper-proof protection. Meters shall conform to Section 13815 AUTOMATED REMOTE METER READING SYSTEM. Meters shall be installed on approximately 10 percent of residences at the wall inlet. Contractor shall install meters downstream of regulators.

## 2.6 PROTECTIVE COVERING MATERIALS

### 2.6.1 Thermoplastic Resin Coating System

Continuously extruded polyethylene and adhesive coating system materials shall conform to NACE RP-0185 Type A.

## PART 3 EXECUTION

### 3.1 EXCAVATION AND BACKFILLING

Earthwork shall be as specified in Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Contractor is responsible for obtaining all digging permits. Allow at least two weeks for scheduling. Digging permits are valid for 30 days (i.e., digging must start within 30 days).

### 3.2 GAS MAINS

All underground pipe for gas mains shall be polyethylene. Polyethylene mains shall not be installed aboveground. PVC shall not be used for gas.

### 3.3 SERVICE LINES

Service lines shall be constructed of materials specified for gas mains and shall extend from a gas main to and including the point of delivery within 5 feet of the building. The point of delivery is the service regulator. The service lines shall be connected from the top of gas mains through service saddle tapping tees, with end of run plugged. The service lines shall be as short and as straight as practicable between the point of delivery and the gas main and shall not be bent or curved laterally unless necessary to avoid obstructions or otherwise permitted. Service lines shall be laid with as few joints as practicable using standard lengths of pipe. Shorter lengths shall be used only for closures. Polyethylene service lines shall not be installed aboveground except as permitted in ASME B31.8.

### 3.4 WORKMANSHIP AND DEFECTS

Pipe, tubing, and fittings shall be clear and free of cutting burrs and defects in structure or threading and shall be thoroughly brushed and blown free (using dry compressed air) of chips and scale. Defective pipe, tubing, or fittings shall be replaced and shall not be repaired.

### 3.5 PROTECTIVE COVERING

#### 3.5.1 NOT USED

#### 3.5.2 Protective Covering for Aboveground Piping Systems

Finish painting shall be as follows:

#### 3.5.2.1 Ferrous Surfaces

Shop primed surfaces shall be touched up with ferrous metal primer same type paint as the shop primer. Surfaces that have not been shop primed shall be solvent-cleaned in accordance with SSPC SP 1. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be mechanically cleaned by power wire brushing in accordance with SSPC SP 3 or brush-off blast cleaned in accordance with SSPC SP 7 and primed with ferrous metal primer in accordance with SSPC Paint 25. Primed surfaces shall be finished with two coats of exterior alkyd paint conforming to SSPC Paint 104.

#### 3.5.2.2 Nonferrous Surfaces

Nonferrous surfaces shall not be painted.

#### 3.5.3 Protective Covering for Piping in Valve Boxes and Manholes

Steel piping in valve boxes or manholes shall receive protective coating as specified for underground steel pipe.

### 3.6 INSTALLATION

At locations where gas service interruptions cannot occur, Contractor shall provide temporary gas service connection during replacement or rehabilitation of gas service or main lines. All costs associated with temporary connections are not separate pay items. These costs shall be part of the overall project cost to replace gas lines. Gas distribution system and equipment shall be installed in conformance with the manufacturer's recommendations and applicable sections of ASME B31.8, AGA-01 and 49 CFR 192. Abandoning existing gas piping shall be done in accordance with ASME B31.8. Pipe shall be cut without damaging the pipe. Unless otherwise authorized, cutting shall be done by an approved type of mechanical cutter. Wheel cutters shall be used where practicable. On steel pipe 6 inches and larger, an approved gas-cutting-and-beveling machine may be used. Cutting of plastic pipe shall be in accordance with AGA-01. Valve installation in plastic pipe shall be designed to protect the plastic pipe against excessive torsional or shearing loads when the valve is operated and from other stresses which may be exerted through the valve or valve box. Upon installation completion, Contractor shall re-establish resident site conditions to those existing prior to excavation.

#### 3.6.1 Installing Pipe Underground

Gas mains and service lines shall be graded as indicated. Steel pipe shall not be installed underground. Mains shall have 36 inch minimum cover; service lines in cantonment areas shall have 24 inches minimum cover; service lines in family housing areas shall have 18 inch minimum cover; and both mains and service lines shall be placed on firmly compacted select material for the full length. Pipe installation will involve boring at all road, [AM#0001]drive, sidewalk, tree, and shrub crossings, and where

indicated on the drawings, as specified in Section 02400 JACKING OR BORING PIPE. The main shall be encased and designed to withstand any anticipated external loads as specified in ASME B31.8. The encasement material shall be standard weight black steel pipe (minimum 3/16-inch wall thickness) with a protective coating as specified. The pipe shall be separated from the casing by [AM#0001]polyethylene pipe cradle, Pipeline Seal and Insulator, Inc. Model PE, or approved equal. Fittings shall not be allowed in casings except for couplings only, which shall be avoided where possible. All trench widths shall be 3 times the pipe diameter. Trench shall be excavated below pipe grade, bedded with a minimum of 4 inches of bank sand, and compacted to provide full-length bearing. Laying the pipe on blocks to produce uniform grade will not be permitted. The pipe shall be clean inside before it is lowered into the trench and shall be kept free of water, soil, and all other foreign matter that might damage or obstruct the operation of the valves, regulators, meters, or other equipment. When work is not in progress, open ends of pipe or fittings shall be securely closed by expandable plugs or other suitable means. Minor changes in line or gradient of pipe that can be accomplished through the natural flexibility of the pipe material without producing permanent deformation and without overstressing joints may be made when approved. Changes in line or gradient that exceed the limitations specified shall be made with fittings.

When cathodic protection is furnished, electrically insulated joints or flanges shall be provided. When polyethylene piping is installed underground, plastic marking tape meeting the requirements listed in Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITY SYSTEMS shall be installed 18 inches below finished grade. When polyethylene pipe is installed underground, electrically conductive, 10 AWG solid, yellow-coated (THWN) copper wire shall be placed [AM#0001]below the pipe. Wire shall extend up to the top of each valve box. On risers at inlet to residence, wire shall be wrapped around once and attached with a hose clamp. After laying of pipe and testing, trench shall be backfilled in accordance with Section 02316 EXCAVATION, TRENCHING AND BACKFILLING FOR UTILITY SYSTEMS.

### 3.6.2 Installing Pipe Aboveground

Aboveground piping shall be protected against dirt and other foreign matter as specified for underground piping. Joints in steel pipe shall be welded; however joints in pipe 1-1/2 inches in diameter and smaller may be threaded; joints may also be threaded to accommodate the installation of valves. Flanges shall be of the weld-neck type to match wall thickness of pipe.

### 3.7 PIPE JOINTS

Pipe joints shall be designed and installed to effectively sustain the longitudinal pullout forces caused by the contraction of piping or superimposed loads.

#### 3.7.1 Threaded Steel Joints

Threaded joints in steel pipe shall have tapered threads evenly cut and shall be made with UL approved graphite joint sealing compound for gas service or polytetrafluoroethylene tape applied to the male threads only.

Caulking of threaded joints to stop or prevent leaks will not be permitted.

### 3.7.2 Welded Steel Joints

Gas pipe weldments shall be as indicated. Changes in direction of piping shall be made with welding fittings only; mitering or notching pipe to form elbows and tees or other similar type construction will not be permitted. Branch connection may be made with either welding tees or forged branch outlet fittings. Branch outlet fittings shall be forged, flared for improvement of flow where attached to the run, and reinforced against external strains. Beveling, alignment, heat treatment, and inspection of weld shall conform to ASME B31.8. Weld defects shall be removed and repairs made to the weld, or the weld joints shall be entirely removed and rewelded. After filler metal has been removed from its original package, it shall be protected or stored so that its characteristics or welding properties are not affected adversely. Electrodes that have been wetted or have lost any of their coating shall not be used.

### 3.7.3 Polyethylene Pipe Jointing Procedures

Jointing procedures shall conform to AGA-01. Indiscriminate heat fusion joining of plastic pipe or fittings made from different polyethylene resins by classification or by manufacturer shall be avoided if other alternative joining procedures are available. If heat fusion joining of dissimilar polyethylenes is required, special procedures are required. The method of heat fusion joining dissimilar polyethylene resins shall be tested in accordance with paragraph TESTS, subparagraph Destructive Tests of Plastic Pipe Joints.

### 3.7.4 Connections Between Metallic and Plastic Piping

Connections shall be made only outside, underground, and with approved transition fittings.

### 3.8 VALVE BOXES AND LID

Vented valve boxes of ABS plastic, slip type with cast iron collar (heavy duty cast iron collar in roadways) not less than 3/16-inch thick, 6 inches minimum opening size, with 12 inch bell, adjustable extension type, shall be installed at each underground valve except where concrete or other type of housing is indicated. Set valve and valve box plumb, with boxes centered on the valve. Valve boxes shall be provided with yellow locking covers that require a special wrench for removal. Wrench shall be furnished for each type box. The word "gas" (1-inch minimum letters) shall be cast in the box cover. Length of boxes shall accommodate the depth of cover over the pipe at the valve location without full extension. Valve box shall not touch main or valve. When the valve is not located in a paved roadway, the valve box shall be protected by a suitable concrete disk at least 2 feet in diameter by 8 inches thick, with #3 rebar, 8 inches both ways in top and bottom of disk. When in a sidewalk, the top of the box shall be set flush with the sidewalk. If not in roadway or sidewalk, set concrete disk 2 inches above grade. For stabilized shoulder or roadway, base shall be of 2 each 4 inch lifts of base material, each lift compacted to 100% density, with no concrete disk. All paved areas shall have 4

inches minimum HMAC, 3 feet min. diameter, on top of two each 4 inch lifts of base material. Each lift compacted to 100% density with no concrete disk. Boxes shall be adjustable extension type with screw or slide-type adjustments. Valve boxes shall be separately supported in a cradle, not resting on the pipe, so that no traffic loads can be transmitted to the pipe. Valves shall only be located in valve boxes.

3.9 DRIPS/GAS BLOWOFF

Drips/gas blowoff shall be installed at locations where indicated. Drips shall conform to these requirements, or may be commercial units of Government approved type and capacity. A blowoff pipe 1-1/4 inches or larger shall be connected to each drip at its lowest point and shall extend to or near the ground surface at a convenient location away from traffic. Connection to the main shall be with fused polyethylene saddle connection, connected with polyethylene fittings as required to an anodeless riser. Discharge for each drip terminal (outlet) shall be provided with a full size A.Y. MacDonald Relulable "iron body gas stop" plug valve equipped with a threaded plug. The discharge terminal (outlet) shall be inside a length of 12 inches minimum diameter valve box with locking cover similar to that specified in paragraph 3.8.

3.10 PRESSURE REGULATOR INSTALLATION

3.10.1 Service Line Regulators

A shutoff valve, service regulator, and meter set assembly (when required) shall be installed on the service line outside the building, 18 inches above the ground on the anodeless riser. No unions shall be installed on the high pressure side of the service regulator. [AM#0001]. All service regulator vents and relief vents shall terminate in the outside air in rain and insect resistant fittings. The open end of the vent shall be located where gas can escape freely into the atmosphere, away from any openings into the building and above areas subject to flooding.

3.11 METER INSTALLATION

Meters shall be installed in accordance with ASME B31.8. Permanent gas meters shall be installed with provisions for isolation and removal for calibration and maintenance, and shall be suitable for operation in conjunction with an energy monitoring and control system and a Meter Interface Unit (MIU) for remote Automated Meter Reading (AMR) device as specified by Fort Hood Directorate of Public Works, Energy Branch and Section 13815 AUTOMATED METER READING SYSTEM. A communication cable (3-conductor, 22 AWG) shall be routed from the meter to the MIU through appropriate sized conduits. Approximately 1 to 2 feet of cable shall be provided at both ends for final connection (termination) by the Fort Hood Directorate of Public Works, Energy Branch.

The following residences in Patton Park shall have new meters installed:

6614	6622	6629	6632	6643	6658	6727	6728	6730	6735	6740
6742	6749	6750	6753	6760	6762	6763	6770	6780	6790	6802
6813	6822	6823	6824	6831	6851	6852				

The following residences in Chaffee Village shall have new meters installed:

6343-1	6343-2	6345-1	6345-2	6347-1	6347-2	6349-1	6349-2
6351-1	6351-2	6540-1	6540-2	6541-1	6541-2	6542	6543-1
6543-2	6544-1	6544-2	6546-1	6546-2	6547-1	6547-2	6548-1
6548-2	6549-1	6549-2	6550-1	6550-2	6551-1	6551-2	6552-1
6552-2	6553	6554-1	6554-2	6555-1	6555-2	6556-1	6556-2
6557-1	6557-2	6558-1	6558-2	6559-1	6559-2	6560	6563-1
6563-2	6564-1	6564-2	6565	6566-1	6566-2	6570-1	6570-2

### 3.12 CONNECTIONS TO EXISTING LINES

Connections between new work and existing gas lines, where required, shall be made in accordance with ASME B31.8 using proper fittings to suit the actual conditions. When connections are made by tapping into a gas main, the connecting fittings shall be the same size as the pipe being connected.

#### 3.12.1 Connections to Publicly- or Privately-Operated Gas Utility Lines

Contractor shall provide materials for the connections to the existing gas lines. Final connections and the turning on of gas shall be made by the utility. Existing lines that are to be abandoned or taken out-of-service shall be disconnected, purged and capped, plugged or otherwise effectively sealed by the Utility. Existing lines that are required by the Utility to be abandoned-in-place shall be disconnected, purged, water-filled and capped, plugged or otherwise effectively sealed by the Contractor as required by 49 CFR 192 and ASME B31.8. Valves shall remain in lines to be abandoned. The Contractor shall notify the Contracting Officer, in writing, 10 days before final connections and turning on of gas lines. The Contractor shall make necessary arrangements with the Utility for tie-in and activation of new gas lines. Only the Operating Agency/Utility Company may reactivate the system after tie-in. The Contractor shall furnish a certification by the Operating Agency/Utility Company that all Utility work has been satisfactorily completed.

#### 3.12.2 Connection to Government-Owned/Operated Gas Lines

The Contractor shall provide connections to the existing gas lines in accordance with approved procedures. Deactivation of any portion of the existing system shall only be done at the valve location shown on the contract drawings. Reactivation of any existing gas lines will only be done by the Government. The Contractor's Connection and Abandonment Plan shall be submitted and approved prior to making any connections to existing gas lines. This plan shall include the Operating Agency's required procedures which may be obtained from Fort Hood Directorate of Public Works. The Contractor shall notify the Contracting Officer, in writing, 10 days before connections to existing lines are to be made.

- a. If facilities are directed by the Government to be abandoned-in-place, they shall be physically disconnected from the piping system. The open ends of the abandoned facilities shall be purged, water-filled, capped, plugged or otherwise effectively sealed by the Contractor as required by 49 CFR 192 and ASME B31.8.

Valves shall remain in lines to be abandoned. Abandonment shall not be completed until it has been determined that the volume of gas or liquid hydrocarbons contained within the abandoned section poses no potential hazard. Air or inert gas may be used for purging, or the facility may be filled with water or other inert material. If air is used for purging, the Contractor shall ensure that a combustible mixture is not present after purging.

- b. Mains or services to be taken out-of-service shall be left in-place unless otherwise directed by the Government.
- c. Service lines abandoned from the active mains shall be disconnected as close to the main as practicable.
- d. All valves shall be left in the abandoned segment.
- e. All abovegrade valves, risers, and vault and valve box covers shall be removed. Vault and valve box voids shall be filled with suitable compacted backfill material, base, HMAC, and concrete to match existing finishes.
- f. Contractor to re-light pilot lights after gas service is re-established.

3.13 ~~DELETED~~3.13 CATHODIC PROTECTION

[AM#0001]

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3.14 TESTS

3.14.1 Destructive Tests of Plastic Pipe Joints

Each day, prior to making polyethylene heat fusion joints, a joint of each size and type to be installed that day shall be made by each person performing joining of plastic pipe that day and destructively tested. At least 3 longitudinal straps shall be cut from each joint. Each strap shall be visually examined, shall not contain voids or discontinuities on the cut surfaces of the joint area, and shall be deformed by bending, torque, or impact, and if failure occurs, it must not initiate in the joint area. If a joint fails the visual or deformation test, the qualified joiner who made that joint shall not make further field joints in plastic pipe on this job until that person has been retrained and re-qualified. The results of the destructive tests shall be recorded to include the date and time of the tests, size and type of the joints, ambient conditions, fusion iron temperature and names of inspectors and joiners.

3.14.2 Pressure and Leak Tests

The system of gas mains and service lines shall be tested after construction and before being placed in service using air as the test medium. The normal operating pressure for most of the system is 36 psig with part of the system operating at a pressure of 65 psig. (Fuel content of the natural gas is 1,030 BTU per CF; specific gravity is 0.68, all of which is subject to change.) The test pressure shall be 75 psig or 150

percent of the operating pressure, whichever is greater. Prior to testing the system, the interior shall be blown-out, cleaned and cleared of all foreign materials. All meters, regulators, and controls shall be removed before blowing out and cleaning, and reinstalled after clearing of all foreign materials. Testing of gas mains and service lines shall be done with due regard for the safety of employees and the public during the test.

Persons not working on the test operations shall be kept out of the testing area while testing is proceeding. The test shall be made on the system as a whole or on sections that can be isolated. Joints in sections shall be tested prior to backfilling when trenches must be backfilled before the completion of other pipeline sections. The test shall continue for at least 24 hours from the time of the initial readings to the final readings of pressure and temperature. The initial test readings of the instrument shall not be made for at least 1 hour after the pipe has been subjected to the full test pressure, and neither the initial nor final readings shall be made at times of rapid changes in atmospheric conditions.

The temperatures shall be representative of the actual trench conditions. There shall be no indication of reduction of pressure during the test after corrections have been made for changes in atmospheric conditions in conformity with the relationship  $T(1)P(2)=T(2)P(1)$ , in which T and P denote absolute temperature and pressure, respectively, and the numbers denote initial and final readings. During the test, the entire system shall be completely isolated from all compressors and other sources of air pressure.

Each joint shall be tested by means of soap and water or an equivalent nonflammable solution prior to backfilling or concealing any work. The testing instruments shall be approved by the Contracting Officer. All labor, materials and equipment for conducting the tests shall be furnished by the Contractor and shall be subject to inspection at all times during the tests. The Contractor shall maintain safety precautions for air pressure testing at all times during the tests.

-- End of Section --

SECTION 13280

ASBESTOS ABATEMENT  
09/2000

PART 1 GENERAL

All costs associated with asbestos abatement are not considered separate pay items. These costs shall be part of the overall project cost to replace gas lines.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- |            |   |
|------------|---|
| ANSI Z9.2  | (1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems |
| ANSI Z87.1 | (1989; Errata; Z87.1a) Occupational and Educational Eye and Face Protection             |
| ANSI Z88.2 | (1992) Respiratory Protection   |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- |             |  |
|-------------|--|
| ASTM C 732  | (1995) Aging Effects of Artificial Weathering on Latex Sealants                          |
| ASTM D 522  | (1993a) Mandrel Bend Test of Attached Organic Coatings                                   |
| ASTM D 1331 | (1989; R 1995) Surface and Interfacial Tension of Solutions of Surface-Active Agents     |
| ASTM D 2794 | (1993) Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)       |
| ASTM D 4397 | (1996) Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications |
| ASTM E 84   | (1998e1) Surface Burning Characteristics of Building Materials                           |
| ASTM E 96   | (1995) Water Vapor Transmission of Materials   |

ASTM E 119 (1998) Fire Tests of Building Construction and Materials

ASTM E 736 (1992) Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members

ASTM E 1368 (1997) Visual Inspection of Asbestos Abatement Projects

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for Construction

40 CFR 61 National Emissions Standards for Hazardous Air Pollutants

40 CFR 763 Asbestos

42 CFR 84 Approval of Respiratory Protective Devices

49 CFR 107 Hazardous Materials Program Procedures

49 CFR 171 General Information, Regulations and Definitions

49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements

49 CFR 173 Shippers - General Requirements for Shipments and Packagings

COMPRESSED GAS ASSOCIATION (CGA)

CGA G-7 (1990) Compressed Air for Human Respiration

CGA G-7.1 (1997) Commodity Specification for Air

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) Safety and Health Requirements Manual

ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 340/1-90-018 (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance

EPA 340/1-90-019 (1990) Asbestos/NESHAP Adequately Wet Guidance

EPA 560/5-85-024 (1985) Guidance for Controlling Asbestos-Containing Materials in Buildings

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 701 (1996; TIA 96-1, 96-2) Methods of Fire Tests for Flame-Resistant Textiles and Films

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 84-100 (1984; Supple 1985, 1987, 1988 & 1990) NIOSH Manual of Analytical Methods

UNDERWRITERS LABORATORIES (UL)

UL 586 (1996) High-Efficiency, Particulate, Air Filter Units

1.2 DEFINITIONS

- a. Adequately Wet: A term defined in 40 CFR 61, Subpart M, and EPA 340/1-90-019 meaning to sufficiently mix or penetrate with liquid to prevent the release of particulate. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
- b. Aggressive Method: Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact asbestos-containing material (ACM).
- c. Amended Water: Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes per square centimeter when tested in accordance with ASTM D 1331.
- d. Asbestos: Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.
- e. Asbestos-Containing Material (ACM): Any materials containing more than one percent asbestos.
- f. Asbestos Fiber: A particulate form of asbestos, 5 micrometers or longer, with a length-to-width ratio of at least 3 to 1.
- g. Authorized Person: Any person authorized by the Contractor and required by work duties to be present in the regulated areas.

- h. Building Inspector: Individual who inspects buildings for asbestos and has EPA Model Accreditation Plan (MAP) "Building Inspector" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.
- i. Certified Industrial Hygienist (CIH): An Industrial Hygienist certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.
- j. [AM#0001]Class II Asbestos Work: Activities defined by OSHA involving the removal of ACM, which is not thermal system insulation or surfacing material.
- k. Class IV Asbestos Work: Maintenance and custodial construction activities during which employees contact but do not disturb ACM and activities to clean-up dust, waste and debris resulting from Class I, II, and III activities. This may include dusting surfaces where ACM waste and debris and accompanying dust exists and cleaning up loose ACM debris from TSI or surfacing ACM following construction.
- l. Clean room: An uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.
- m. Competent Person: In addition to the definition in 29 CFR 1926, Section .32(f), a person who is capable of identifying existing asbestos hazards as defined in 29 CFR 1926, Section .1101, selecting the appropriate control strategy, has the authority to take prompt corrective measures to eliminate them and has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.
- n. Contractor/Supervisor: Individual who supervises asbestos abatement work and has EPA Model Accreditation Plan "Contractor/Supervisor" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.
- o. Critical Barrier: One or more layers of plastic sealed over all openings into a regulated area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a regulated area from migrating to an adjacent area.
- p. Decontamination Area: An enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.
- q. Disposal Bag: A 6 mil thick, leak-tight plastic bag, pre-labeled in accordance with 29 CFR 1926, Section .1101, used for transporting asbestos waste from containment to disposal site.

- r. Disturbance: Activities that disrupt the matrix of ACM, crumble or pulverize ACM, or generate visible debris from ACM. Disturbance includes cutting away small amounts of ACM, no greater than the amount which can be contained in 1 standard sized glove bag or waste bag, not larger than 60 inches in length and width in order to access a building component.
- s. Equipment Room or Area: An area adjacent to the regulated area used for the decontamination of employees and their equipment.
- t. Employee Exposure: That exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.
- u. Fiber: A fibrous particulate, 5 micrometers or longer, with a length to width ratio of at least 3 to 1.
- v. Friable ACM: A term defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 meaning any material which contains more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy (PLM), that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent, as determined by a method other than point counting by PLM, the asbestos content is verified by point counting using PLM.
- w. Glove Bag: Not more than a 60 by 60 inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.
- x. High-Efficiency Particulate Air (HEPA) Filter: A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.
- y. Homogeneous Area: An area of surfacing material or thermal system insulation that is uniform in color and texture.
- z. Industrial Hygienist: A professional qualified by education, training, and experience to anticipate, recognize, evaluate, and develop controls for occupational health hazards.
- aa. Intact: ACM which has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix. Removal of "intact" asphaltic, resinous, cementitious products does not render the ACM non-intact simply by being separated into smaller pieces.
- bb. Model Accreditation Plan (MAP): USEPA training accreditation requirements for persons who work with asbestos as specified in 40 CFR 763, Subpart E, Appendix C.
- cc. Modification: A changed or altered procedure, material or

component of a control system, which replaces a procedure, material or component of a required system.

- dd. Negative Exposure Assessment: A demonstration by the Contractor to show that employee exposure during an operation is expected to be consistently below the OSHA Permissible Exposure Limits (PELs).
- ee. NESHAP: National Emission Standards for Hazardous Air Pollutants. The USEPA NESHAP regulation for asbestos is at 40 CFR 61, Subpart M.
- ff. Nonfriable ACM: A NESHAP term defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 meaning any material containing more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
- gg. Nonfriable ACM (Category I): A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90-018 meaning asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy.
- hh. Nonfriable ACM (Category II): A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90-018 meaning any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos, as determined using the methods specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- ii. Permissible Exposure Limits (PELs):
  - (1) PEL-Time weighted average(TWA): Concentration of asbestos not in excess of 0.1 fibers per cubic centimeter of air (f/cc) as an 8 hour time weighted average (TWA), as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400.
  - (2) PEL-Excursion Limit: An airborne concentration of asbestos not in excess of 1.0 f/cc of air as averaged over a sampling period of 30 minutes as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400.
- jj. Regulated Area: An OSHA term defined in 29 CFR 1926, Section .1101 meaning an area established by the Contractor to demarcate areas where Class I, II, and III asbestos work is conducted; also any adjoining area where debris and waste from such asbestos work accumulate; and an area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limit.

- kk. Removal: All operations where ACM is taken out or stripped from structures or substrates, and includes demolition operations.
- ll. Repair: Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM attached to structures or substrates. If the amount of asbestos so "disturbed" cannot be contained in 1 standard glove bag or waste bag, Class I precautions are required.
- mm. Spills/Emergency Cleanups: Cleanup of sizable amounts of asbestos waste and debris which has occurred, for example, when water damage occurs in a building, and sizable amounts of ACM are dislodged. A Competent Person evaluates the site and ACM to be handled, and based on the type, condition and extent of the dislodged material, classifies the cleanup as Class I, II, or III. Only if the material was intact and the cleanup involves mere contact of ACM, rather than disturbance, could there be a Class IV classification.
- nn. Thermal system insulation (TSI) ACM: ACM which contains more than 1% asbestos and is applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain or water condensation.
- oo. Worker: Individual (not designated as the Competent Person or a supervisor) who performs asbestos work and has completed asbestos worker training required by 29 CFR 1926, Section .1101, to include EPA Model Accreditation Plan (MAP) "Worker" training; accreditation required by 40 CFR 763, Subpart E, Appendix C, if required by the OSHA Class of work to be performed or by the state where the work is to be performed.

### 1.3 DESCRIPTION OF WORK

The work covered by this section includes the removal of asbestos-containing [AM#0001]pipe wrap which is encountered during the capping and abandoning of existing gas lines associated with this project and describes procedures and equipment required to protect workers and occupants of the regulated area from contact with airborne asbestos fibers and ACM dust and debris. Activities include OSHA Class II work operations involving ACM. The work also includes containment, storage, transportation and disposal of the generated ACM wastes. More specific operational procedures shall be detailed in the required Accident Prevention Plan and its subcomponents, the Asbestos Hazard Abatement Plan and Activity Hazard Analyses required in paragraph SAFETY AND HEALTH PROGRAM AND PLANS.

#### 1.3.1 Abatement Work Tasks

The specific ACM to be abated is identified on the detailed plans and project drawings. A summary of work task data elements for each individual ACM abatement work task to include the appropriate RESPONSE ACTION DETAIL SHEET (item to be abated and methods to be used) and SET-UP DETAIL SHEETS

(containment techniques to include safety precautions and methods) is included in Table 1, "Individual Work Task Data Elements" at the end of this section.

#### 1.3.2 Unexpected Discovery of Asbestos

For any previously untested building components suspected to contain asbestos and located in areas impacted by the work, the Contractor shall notify the Contracting Officer (CO) who will have the option of ordering up to [AM#0001]3 bulk samples to be obtained at the Contractor's expense and delivered to a laboratory accredited under the National Institute of Standards and Technology (NIST) "National Voluntary Laboratory Accreditation Program (NVLAP)" and analyzed by PLM at no additional cost to the Government. Any additional components identified as ACM that have been approved by the Contracting Officer for removal shall be removed by the Contractor and will be paid for by an equitable adjustment to the contract price under the CONTRACT CLAUSE titled "changes". Sampling activities undertaken to determine the presence of additional ACM shall be conducted by personnel who have successfully completed the EPA Model Accreditation Plan (MAP) "Building Inspector" training course required by 40 CFR 763, Subpart E, Appendix C.

#### 1.4 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 in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Materials and Equipment; FIO.

Manufacturer's catalog data for all materials and equipment to be used in the work, including brand name, model, capacity, performance characteristics and any other pertinent information. Test results and certificates from the manufacturer of encapsulants substantiating compliance with performance requirements of this specification. Material Safety Data Sheets for all chemicals to be used onsite in the same format as implemented in the Contractor's HAZARD COMMUNICATION PROGRAM. Data shall include, but shall not be limited to, the following items:

- a. High Efficiency Filtered Air (HEPA) local exhaust equipment\_  
[AM#0001](for use with glove bag)
- b. Vacuum cleaning equipment
- c. Air monitoring equipment
- d. Respirators
- e. Personal protective clothing and equipment

(1) Coveralls

- (2) Underclothing
- (3) Other work clothing
- (4) Foot coverings
- (5) Hard hats
- (6) Eye protection
- (7) Other items required and approved by Contractors Designated  
IH and Competent Person
  
- f. Glove Bag
  
- g. Duct Tape
  
- h. Disposal Containers
  - (1) Disposal bags
  - (2) Paperboard boxes
  
- i. Sheet Plastic
  - (1) Polyethylene Sheet - General
  - (2) Polyethylene Sheet - Flame Resistant
  - (3) Polyethylene Sheet - Reinforced
  
- j. Wetting Agent
  - (1) Amended Water
  - (2) Removal encapsulant
  
- k. Strippable Coating
  
- l. Prefabricated Decontamination Unit
  
- m. Other items
  
- n. Chemical encapsulant
  
- o. Chemical encasement materials
  
- p. Material Safety Data Sheets (for all chemicals proposed)

SD-04 Drawings

Site Layout; GA.

Descriptions, detail project drawings, and site layout to include worksite containment area techniques as prescribed on applicable SET-UP DETAIL SHEETS, local exhaust ventilation system locations, decontamination units and load-out units, other temporary waste storage facility, and boundaries of each regulated area.

SD-08 Statements

Qualifications; GA.

A written report providing evidence of qualifications for personnel, facilities and equipment assigned to the work.

Training Program; FIO.

A copy of the written project site-specific training material as indicated in 29 CFR 1926, Section .1101 that will be used to train onsite employees. The training document shall be signed by the Contractor's Designated IH and Competent Person.

Medical Requirements; FIO.

Physician's written opinion.

Encapsulants; GA.

Certificates stating that encapsulants meet the applicable specified performance requirements.

#### SD-09 Reports

Exposure Assessment and Air Monitoring; GA.

Initial exposure assessments, negative exposure assessments, air-monitoring results and documentation.

Local Exhaust Ventilation; FIO.

Licenses, Permits and Notifications; GA.

Licenses, permits, and notifications.

#### SD-13 Certificates

Vacuum, Filtration and Ventilation Equipment; FIO.

Manufacturer's certifications showing compliance with ANSI Z9.2 for:

- a. Vacuums.
- b. Ventilation equipment.
- c. Other equipment required to contain airborne asbestos fibers.

#### SD-18 Records

Respiratory Protection Program; GA.

Records of the respirator program.

Cleanup and Disposal; GA.

Waste shipment records. Weigh bills and delivery tickets shall be

furnished for information only.

## 1.5 QUALIFICATIONS

### 1.5.1 Written Qualifications and Organization Report

The Contractor shall furnish a written qualifications and organization report providing evidence of qualifications of the Contractor, Contractor's Project Supervisor, Designated Competent Person, supervisors and workers; Designated IH (person assigned to project and firm name); independent testing laboratory (including name of firm, principal, and analysts who will perform analyses); all subcontractors to be used including disposal transportation and disposal facility firms, subcontractor supervisors, subcontractor workers; and any others assigned to perform asbestos abatement and support activities. The report shall include an organization chart showing the Contractor's staff organization for this project by name and title, chain of command and reporting relationship with all subcontractors. The report shall be signed by the Contractor, the Contractor's onsite project manager, Designated Competent Person, Designated IH, designated testing laboratory and the principals of all subcontractors to be used. The Contractor shall include the following statement in the report: "By signing this report I certify that the personnel I am responsible for during the course of this project fully understand the contents of 29 CFR 1926, Section .1101, 40 CFR 61, Subpart M, and the federal, state and local requirements specified in paragraph SAFETY AND HEALTH PROGRAM AND PLANS for those asbestos abatement activities that they will be involved in."

### 1.5.2 Specific Requirements

The Contractor shall designate in writing, personnel meeting the following qualifications:

- a. Designated Competent Person: The name, address, telephone number, and resume of the Contractor's Designated Competent Person shall be provided. Evidence that the full-time Designated Competent Person is qualified in accordance with 29 CFR 1926, Sections .32 and .1101, has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C, and is experienced in the administration and supervision of asbestos abatement projects, including exposure assessment and monitoring, work practices, abatement methods, protective measures for personnel, setting up and inspecting asbestos abatement work areas, evaluating the integrity of containment barriers, placement and operation of local exhaust systems, ACM generated waste containment and disposal procedures, decontamination units installation and maintenance requirements, site safety and health requirements, notification of other employees onsite, etc. The duties of the Competent Person shall include the following: controlling entry to and exit from the regulated area; supervising any employee exposure monitoring required by 29 CFR 1926, Section .1101; ensuring that all employees working within a regulated area wear the appropriate personal protective equipment (PPE), are trained

in the use of appropriate methods of exposure control, and use the hygiene facilities and decontamination procedures specified; and ensuring that engineering controls in use are in proper operating conditions and are functioning properly. The Designated Competent Person shall be responsible for compliance with applicable federal, state and local requirements, the Contractor's Accident Prevention Plan and Asbestos Hazard Abatement Plan. The Designated Competent Person shall provide, and the Contractor shall submit, the "Contractor/Supervisor" course completion certificate and the most recent certificate for required refresher training with the employee "Certificate of Worker Acknowledgment" required by this paragraph. The Contractor shall submit evidence that this person has a minimum of 2 years of on-the-job asbestos abatement experience relevant to OSHA competent person requirements. The Designated Competent Person shall be onsite at all times during the conduct of this project.

- b. Project and Other Supervisors: The Contractor shall provide the name, address, telephone number, and resume of the Project Supervisor and other supervisors who have responsibility to implement the Accident Prevention Plan, including the Asbestos Hazard Abatement Plan and Activity Hazard Analyses, the authority to direct work performed under this contract and verify compliance, and have EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C. The Project Supervisor and other supervisors shall provide, and the Contractor shall submit, the "Contractor/Supervisor" course completion certificate and the most recent certificate for required refresher training with the employee "Certificate of Worker Acknowledgment" required by this paragraph. The Contractor shall submit evidence that the Project Supervisor has a minimum of 2 years of on-the-job asbestos abatement experience relevant to project supervisor responsibilities and the other supervisors have a minimum of 1 year on-the-job asbestos abatement experience commensurate with the responsibilities they will have on this project.
- c. Designated Industrial Hygienist: The Contractor shall provide the name, address, telephone number, resume and other information specified below for the Industrial Hygienist (IH) selected to prepare the Contractor's Asbestos Hazard Abatement Plan, prepare and perform training, direct air monitoring and assist the Contractor's Competent Person in implementing and ensuring that safety and health requirements are complied with during the performance of all required work. The Designated IH shall be a person who is board certified in the practice of industrial hygiene as determined and documented by the American Board of Industrial Hygiene (ABIH), has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C, and has a minimum of 2 years of comprehensive experience in planning and overseeing asbestos abatement activities. The Designated IH shall provide, and the Contractor shall submit, the "Contractor/Supervisor" course completion certificate and the most recent certificate for

required refresher training with the employee "Certificate of Worker Acknowledgment" required by this paragraph. The Designated IH shall be completely independent from the Contractor according to federal, state, or local regulations; that is, shall not be a Contractor's employee or be an employee or principal of a firm in a business relationship with the Contractor negating such independent status. A copy of the Designated IH's current valid ABIH certification shall be included. The Designated IH shall visit the site at least once per week for the duration of asbestos activities and shall be available for emergencies. In addition, the Designated IH shall prepare, and the Contractor shall submit, the name, address, telephone numbers and resumes of additional IH's and industrial hygiene technicians (IHT) who will be assisting the Designated IH in performing onsite tasks. IHs and IHTs supporting the Designated IH shall have a minimum of 2 years of practical onsite asbestos abatement experience. The formal reporting relationship between the Designated IH and the support IHs and IHTs, the Designated Competent Person, and the Contractor shall be indicated.

- d. Asbestos Abatement Workers: Asbestos abatement workers shall meet the requirements contained in 29 CFR 1926, Section .1101, 40 CFR 61, Subpart M, and other applicable federal, state and local requirements. Worker training documentation shall be provided as required on the "Certificate of Workers Acknowledgment" in this paragraph.
- e. Worker Training and Certification of Worker Acknowledgment: Training documentation will be required for each employee who will perform OSHA [AM#0001]Class II and/or IV asbestos abatement operations. Such documentation shall be submitted on a Contractor generated form titled "Certificate of Workers Acknowledgment", to be completed for each employee in the same format and containing the same information as the example certificate at the end of this section. Training course completion certificates (initial and most recent update refresher) required by the information checked on the form shall be attached.
- f. Physician: The Contractor shall provide the name, medical qualifications, address, telephone number and resume of the physician who will or has performed the medical examinations and evaluations of the persons who will conduct the asbestos abatement work tasks. The physician shall be currently licensed by the state where the workers will be or have been examined, have expertise in pneumoconiosis and shall be responsible for the determination of medical surveillance protocols and for review of examination/test results performed in compliance with 29 CFR 1926, Section .1101 and paragraph MEDICAL REQUIREMENTS. The physician shall be familiar with the site's hazards and the scope of this project.
- g. First Aid and CPR Trained Persons: The names of at least 2 persons who are currently trained in first aid and CPR by the American Red Cross or other approved agency shall be designated

and shall be onsite at all times during site operations. They shall be trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910, Section .1030 and shall be included in the Contractor's Bloodborne Pathogen Program. These persons may perform other duties but shall be immediately available to render first aid when needed. A copy of each designated person's current valid First Aid and CPR certificate shall be provided.

- h. Independent Testing Laboratory: The Contractor shall provide the name, address and telephone number of the independent testing laboratory selected to perform the sample analyses and report the results. The testing laboratory shall be completely independent from the Contractor as recognized by federal, state or local regulations. Written verification of the following criteria, signed by the testing laboratory principal and the Contractor, shall be submitted:

- (1) Phase contrast microscopy (PCM): The laboratory is fully equipped and proficient in conducting PCM of airborne samples using the methods specified by 29 CFR 1926, Section .1101, OSHA method ID-160, and the most current version of NIOSH Pub No. 84-100 Method 7400; the laboratory is currently judged proficient (classified as acceptable) in counting airborne asbestos samples by PCM by successful participation in each of the last 4 rounds in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) Program; the names of the selected microscopists who will analyze airborne samples by PCM with verified documentation of their proficiency to conduct PCM analyses by being judged proficient in counting samples as current participating analysts in the AIHA PAT Program, and having successfully completed the Asbestos Sampling and Analysis course (NIOSH 582 or equivalent) with a copy of course completion certificate provided; when the PCM analysis is to be conducted onsite, documentation shall be provided certifying that the onsite analyst meets the same requirements.

- (2) Polarized light microscopy (PLM): The laboratory is fully equipped and proficient in conducting PLM analyses of suspect ACM bulk samples in accordance with 40 CFR 763, Subpart E, Appendix E; the laboratory is currently accredited by NIST under the NVLAP for bulk asbestos analysis and will use analysts (names shall be provided) with demonstrated proficiency to conduct PLM to include its application to the identification and quantification of asbestos content.

- i. Disposal Facility, Transporter: The Contractor shall provide written evidence that the landfill to be used is approved for asbestos disposal by the state regulatory agencies. Copies of signed agreements between the Contractor (including subcontractors and transporters) and the asbestos waste disposal facility to accept and dispose of all asbestos containing waste generated during the performance of this contract shall be provided. Qualifications shall be provided for each subcontractor or

transporter to be used, indicating previous experience in transport and disposal of asbestos waste to include all required state and local waste hauler requirements for asbestos. The Contractor and transporters shall meet the DOT requirements of 49 CFR 171, 49 CFR 172, and 49 CFR 173 as well as registration requirements of 49 CFR 107 and other applicable state or local requirements. The disposal facility shall meet the requirements of 40 CFR 61, Sections .154 or .155, as required in 40 CFR 61, Section .150(b), and other applicable state or local requirements. The Contractor may use the Fort Hood Municipal Solid Waste Landfill for disposal of ACM subject to the conditions listed in Section 01128 SPECIAL PROJECT PROCEDURES FOR FORT HOOD.

#### 1.5.3 Federal, State or Local Citations on Previous Projects

The Contractor and all subcontractors shall submit a statement, signed by an officer of the company, containing a record of any citations issued by Federal, State or local regulatory agencies relating to asbestos activities (including projects, dates, and resolutions); a list of penalties incurred through non-compliance with asbestos project specifications, including liquidated damages, overruns in scheduled time limitations and resolutions; and situations in which an asbestos-related contract has been terminated (including projects, dates, and reasons for terminations). If there are none, a negative declaration signed by an officer of the company shall be provided.

#### 1.6 REGULATORY REQUIREMENTS

In addition to detailed requirements of this specification, work performed under this contract shall comply with EM 385-1-1, applicable federal, state, and local laws, ordinances, criteria, rules and regulations regarding handling, storing, transporting, and disposing of asbestos waste materials. This includes, but is not limited to, OSHA standards, 29 CFR 1926, especially Section .1101, 40 CFR 61, Subpart M and 40 CFR 763. Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. The following state and local laws, rules and regulations regarding demolition, removal, encapsulation, construction alteration, repair, maintenance, renovation, spill/emergency cleanup, housekeeping, handling, storing, transporting and disposing of asbestos material apply: Texas Asbestos Health Protection Act.

#### 1.7 SAFETY AND HEALTH PROGRAM AND PLANS

The Contractor shall develop and submit a written comprehensive site-specific Accident Prevention Plan at least 30 days prior to the preconstruction conference. The Accident Prevention Plan shall address requirements of EM 385-1-1, Appendix A, covering onsite work to be performed by the Contractor and subcontractors. The Accident Prevention Plan shall incorporate an Asbestos Hazard Abatement Plan, and Activity Hazard Analyses as separate appendices into 1 site specific Accident Prevention Plan document. Any portions of the Contractor's overall Safety

and Health Program that are referenced in the Accident Prevention Plan, e.g., respirator program, hazard communication program, confined space entry program, etc., shall be included as appendices to the Accident Prevention Plan. The plan shall take into consideration all the individual asbestos abatement work tasks identified in Table 1. The plan shall be prepared, signed (and sealed, including certification number if required), and dated by the Contractor's Designated IH, Competent Person, and Project Supervisor.

1.7.1 Asbestos Hazard Abatement Plan Appendix

The Asbestos Hazard Abatement Plan appendix to the Accident Prevention Plan shall include, but not be limited to, the following:

- a. The personal protective equipment to be used;
- b. The location and description of regulated areas including clean and dirty areas, access tunnels, and decontamination unit (clean room, shower room, equipment room, storage areas such as load-out unit);
- c. Initial exposure assessment in accordance with 29 CFR 1926, Section .1101;
- d. Level of supervision;
- e. Method of notification of other employers at the worksite;
- f. Abatement method to include containment and control procedures;
- g. Interface of trades involved in the construction;
- h. Sequencing of asbestos related work;
- i. Storage and disposal procedures and plan;
- j. Type of wetting agent and asbestos encapsulant to be used;
- k. Location of local exhaust equipment;
- l. Air monitoring methods (personal, environmental and clearance);
- m. Bulk sampling and analytical methods (if required);
- n. A detailed description of the method to be employed in order to control the spread of ACM wastes and airborne fiber concentrations;
- o. Fire and medical emergency response procedures;
- p. The security procedures to be used for all regulated areas.

1.7.2 Activity Hazard Analyses Appendix

Activity Hazard Analyses, for each major phase of work, shall be submitted

and updated during the project. The Activity Hazard Analyses format shall be in accordance with EM 385-1-1 (Figure 1-1). The analysis shall define the activities to be performed for a major phase of work, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the Activity Hazard Analyses has been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the onsite Government representatives. The Activity Hazard Analyses shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations.

#### 1.8 PRECONSTRUCTION CONFERENCE AND ONSITE SAFETY

The Contractor and the Contractor's Designated Competent Person, Project Supervisor, and Designated IH shall meet with the Contracting Officer prior to beginning work at a safety preconstruction conference to discuss the details of the Contractor's submitted Accident Prevention Plan to include the Asbestos Hazard Abatement Plan and Activity Hazard Analyses appendices. Deficiencies in the Accident Prevention Plan will be discussed and the Accident Prevention Plan shall be revised to correct the deficiencies and resubmitted for acceptance. Any changes required in the specification as a result of the Accident Prevention Plan shall be identified specifically in the plan to allow for free discussion and acceptance by the Contracting Officer, prior to the start of work. Onsite work shall not begin until the Accident Prevention Plan has been accepted. A copy of the written Accident Prevention Plan shall be maintained onsite. Changes and modifications to the accepted Accident Prevention Plan shall be made with the knowledge and concurrence of the Designated IH, the Project Supervisor, Designated Competent Person, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, the Designated IH shall bring such hazard to the attention of the Project Supervisor, Designated Competent Person, and the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Once accepted by the Contracting Officer, the Accident Prevention Plan, including the Asbestos Hazard Abatement Plan and Activity Hazard Analyses will be enforced as if an addition to the contract. Disregarding the provisions of this contract or the accepted Accident Prevention Plan will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

#### 1.9 SECURITY

Due to the short duration of each removal operation, the only security anticipated is the placement of caution tape around the work area with the appropriate signs shown on DETAIL SHEET 11. Entry into regulated areas shall only be by personnel authorized by the Contractor and the Contracting Officer. Personnel authorized to enter regulated areas shall be trained, be medically evaluated, and wear the required personal protective equipment for the specific regulated area to be entered.

#### 1.10 MEDICAL REQUIREMENTS

Medical requirements shall conform to 29 CFR 1926, Section .1101.

1.10.1 Medical Examinations

Before being exposed to airborne asbestos fibers, workers shall be provided with a medical examination as required by 29 CFR 1926, Section .1101 and other pertinent state or local requirements. This requirement shall have been satisfied within the last 12 months. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos and within 30 calendar days before or after the termination of employment in such occupation. X-ray films of asbestos workers shall be identified to the consulting radiologist and medical record jackets shall be marked with the word "asbestos."

1.10.1.1 Information Provided to the Physician

The Contractor shall provide the following information in writing to the examining physician:

- a. A copy of 29 CFR 1926, Section .1101 and Appendices D, E, G, and I;
- b. A description of the affected employee's duties as they relate to the employee's exposure;
- c. The employee's representative exposure level or anticipated exposure level;
- d. A description of any personal protective and respiratory equipment used or to be used;
- e. Information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

1.10.1.2 Written Medical Opinion

For each worker, a written medical opinion prepared and signed by a licensed physician indicating the following:

- a. Summary of the results of the examination.
- b. The potential for an existing physiological condition that would place the employee at an increased risk of health impairment from exposure to asbestos.
- c. The ability of the individual to wear personal protective equipment, including respirators, while performing strenuous work tasks under cold and/or heat stress conditions.
- d. A statement that the employee has been informed of the results of the examination, provided with a copy of the results, informed of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure, and informed of any

medical condition that may result from asbestos exposure.

1.10.2 Medical and Exposure Records

Complete and accurate records shall be maintained of each employee's medical examinations, medical records, and exposure data, as required by 29 CFR 1910, Section .1910.20 and 29 CFR 1926, Section .1101 for a period of 50 years after termination of employment. Records of the required medical examinations and exposure data shall be made available, for inspection and copying, to the Assistant Secretary of Labor for Occupational Safety and Health (OSHA) or authorized representatives of the employee and an employee's physician upon request of the employee or former employee. A copy of the required medical certification for each employee shall be maintained on file at the worksite for review, as requested by the Contracting Officer or the representatives.

1.11 TRAINING PROGRAM

1.11.1 General Training Requirements

The Contractor shall establish a training program as specified by EPA Model Accreditation Plan (MAP), training requirements at 40 CFR 763, Subpart E, Appendix C, the State of Texas regulation no. Texas Asbestos Health Protection Act 295.64, OSHA requirements at 29 CFR 1926, Section .1101(k)(9), and this specification. Contractor employees shall complete the required training for the type of work they are to perform and such training shall be documented and provided to the Contracting Officer as specified in paragraph QUALIFICATIONS.

1.11.2 Project Specific Training

Prior to commencement of work, each worker shall be instructed by the Contractor's Designated IH and Competent Person in the following project specific training:

- a. The hazards and health effects of the specific types of ACM to be abated;
- b. The content and requirements of the Contractor's Accident Prevention Plan to include the Asbestos Hazard Abatement Plan and Activity Hazard Analyses and site-specific safety and health precautions;
- c. Hazard Communication Program;
- d. Hands-on training for each asbestos abatement technique to be employed;
- e. Heat and/or cold stress monitoring specific to this project;
- f. Air monitoring program and procedures;
- g. Medical surveillance to include medical and exposure record-keeping procedures;

- h. The association of cigarette smoke and asbestos-related disease;
- i. Security procedures;
- j. Specific work practice controls and engineering controls required for each Class of work in accordance with 29 CFR 1926, Section .1101.

1.12 RESPIRATORY PROTECTION PROGRAM

The Contractor's Designated IH shall establish in writing, and implement a respiratory protection program in accordance with 29 CFR 1926, Section .1101, 29 CFR 1910, Section .134, ANSI Z88.2, CGA G-7, CGA G-7.1 and DETAIL SHEET 12. The Contractor's Designated IH shall establish minimum respiratory protection requirements based on measured or anticipated levels of airborne asbestos fiber concentrations encountered during the performance of the asbestos abatement work. The Contractor's respiratory protection program shall include, but not be limited to, the following elements:

- a. The company policy, used for the assignment of individual responsibility, accountability, and implementation of the respiratory protection program.
- b. The standard operating procedures covering the selection and use of respirators. Respiratory selection shall be determined by the hazard to which the worker is exposed.
- c. Medical evaluation of each user to verify that the worker may be assigned to an activity where respiratory protection is required.
- d. Training in the proper use and limitations of respirators.
- e. Respirator fit-testing, i.e., quantitative, qualitative and individual functional fit checks.
- f. Regular cleaning and disinfection of respirators.
- g. Routine inspection of respirators during cleaning and after each use when designated for emergency use.
- h. Storage of respirators in convenient, clean, and sanitary locations.
- i. Surveillance of regulated area conditions and degree of employee exposure (e.g., through air monitoring).
- j. Regular evaluation of the continued effectiveness of the respiratory protection program.
- k. Recognition and procedures for the resolution of special problems as they affect respirator use (e.g., no facial hair that comes between the respirator face piece and face or interferes with

valve function; prescription eye wear usage; contact lenses usage; etc.).

1. Proper training in putting on and removing respirators.

#### 1.12.1 Respiratory Fit Testing

A qualitative or quantitative fit test conforming to 29 CFR 1926, Section 1101, Appendix C shall be conducted by the Contractor's Designated IH for each Contractor worker required to wear a respirator, and for the Contracting Officer and authorized visitors who enter a regulated area where respirators are required to be worn. A respirator fit test shall be performed for each worker wearing a negative-pressure respirator prior to initially wearing a respirator on this project and every 6 months thereafter. The qualitative fit tests may be used only for testing the fit of half-mask respirators where they are permitted to be worn, or of full-facepiece air purifying respirators where they are worn at levels at which half-facepiece air purifying respirators are permitted. If physical changes develop that will affect the fit, a new fit test for the worker shall be performed. Functional fit checks shall be performed by employees each time a respirator is put on and in accordance with the manufacturer's recommendation.

#### 1.12.2 Respirator Selection and Use Requirements

The Contractor shall provide respirators, and ensure that they are used as required by 29 CFR 1926, Section .1101 and in accordance with the manufacturer's recommendations. Respirators shall be jointly approved by the Mine Safety and Health Administration and the National Institute for Occupational Safety and Health (MSHA/NIOSH), or by NIOSH, under the provisions of 42 CFR 84, for use in environments containing airborne asbestos fibers. Personnel who handle ACM, enter regulated areas that require the wearing of a respirator, or who are otherwise carrying out abatement activities that require the wearing of a respirator, shall be provided with approved respirators that are fully protective of the worker at the measured or anticipated airborne asbestos concentration level to be encountered. For air-purifying respirators, the particulate filter portion of the cartridges or canister approved for use in airborne asbestos environments shall be high-efficiency particulate air (HEPA). The initial respirator selection and the decisions regarding the upgrading or downgrading of respirator type shall be made by the Contractor's Designated IH based on the measured or anticipated airborne asbestos fiber concentrations to be encountered. Recommendations made by the Contractor's Designated IH to downgrade respirator type shall be submitted in writing to the Contracting Officer. The Contractor's Designated Competent Person in consultation with the Designated IH, shall have the authority to take immediate action to upgrade or downgrade respiratory type when there is an immediate danger to the health and safety of the wearer. Respirators shall be used in the following circumstances:

- a. During all [AM#0001]Class II asbestos work where ACM is not removed in a substantially intact state.
- b. During all Class II work which is not performed using wet methods.

- c. During all Class II asbestos jobs where the Contractor does not produce a negative exposure assessment.
- d. During all Class IV work performed within regulated areas where employees performing other work are required to wear respirators.
- e. During all work where employees are exposed above the PEL-TWA or PEL-Excursion Limit.
- f. In emergencies.

1.12.3 [AM#0001]Class II Work

The Contractor shall provide an air purifying respirator, other than a disposable respirator, equipped with high-efficiency filters whenever the employee performs Class II asbestos jobs where the Contractor does not produce a negative exposure assessment.

1.12.4 Sanitation

Employees who wear respirators shall be permitted to leave work areas to wash their faces and respirator facepieces whenever necessary to prevent skin irritation associated with respirator use.

1.13 HAZARD COMMUNICATION PROGRAM

A hazard communication program shall be established and implemented in accordance with 29 CFR 1926, Section .59. Material safety data sheets (MSDSs) shall be provided for all hazardous materials brought onto the worksite. One copy shall be provided to the Contracting Officer and 1 copy shall be included in the Contractor's Hazard Communication Program.

1.14 LICENSES, PERMITS AND NOTIFICATIONS

1.14.1 General Legal Requirements

Necessary licenses, permits and notifications shall be obtained in conjunction with the project's asbestos abatement, transportation and disposal actions and timely notification furnished of such actions as required by federal, state, regional, and local authorities. The Contractor shall notify the Texas Department of Health (TDH) in Austin, Texas and the Contracting Officer in writing, at least 10 days prior to the commencement of work, in accordance with 40 CFR 61, Subpart M, and state and local requirements to include the mandatory "Notification of Demolition and Renovation Record" form and other required notification documents. Notification shall be by Certified Mail, Return Receipt Requested. The Contractor shall furnish copies of the receipts to the Contracting Officer, in writing, prior to the commencement of work. A copy of the rental company's written acknowledgment and agreement shall be provided as required by paragraph RENTAL EQUIPMENT. For licenses, permits, and notifications that the Contractor is responsible for obtaining, the Contractor shall pay any associated fees or other costs incurred.

1.14.2 Litigation and Notification

The Contractor shall notify the Contracting Officer if any of the following occur:

- a. The Contractor or any of the subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this contract;
- b. Proceedings are commenced which could lead to revocation of related permits or licenses; permits, licenses or other Government authorizations relating to this contract are revoked;
- c. Litigation is commenced which would affect this contract;
- d. The Contractor or any of the subcontractors become aware that their equipment or facilities are not in compliance or may fail to comply in the future with applicable laws or regulations.

1.15 PERSONAL PROTECTIVE EQUIPMENT

Three complete sets of personal protective equipment shall be made available to the Contracting Officer and authorized visitors for entry to the regulated area. Contracting Officer and authorized visitors shall be provided with training equivalent to that provided to Contractor employees in the selection, fitting, and use of the required personal protective equipment and the site safety and health requirements. Contractor workers shall be provided with personal protective clothing and equipment and the Contractor shall ensure that it is worn properly. The Contractor's Designated IH and Designated Competent Person shall select and approve all the required personal protective clothing and equipment to be used.

1.15.1 Respirators

Respirators shall be in accordance with paragraph RESPIRATORY PROTECTION PROGRAM.

1.15.2 Whole Body Protection

Personnel exposed to airborne concentrations of asbestos that exceed the PELs, or for all OSHA Classes of work for which a required negative exposure assessment is not produced, shall be provided with whole body protection and such protection shall be worn properly. The Contractor's Designated IH and Competent Person shall select and approve the whole body protection to be used. The Competent Person shall examine work suits worn by employees at least once per work shift for rips or tears that may occur during performance of work. When rips or tears are detected while an employee is working, rips and tears shall be immediately mended, or the work suit shall be immediately replaced. Disposable whole body protection shall be disposed of as asbestos contaminated waste upon exiting from the regulated area. Reusable whole body protection worn shall be either disposed of as asbestos contaminated waste upon exiting from the regulated area or be properly laundered in accordance with 29 CFR 1926, Section .1101. Whole body protection used for asbestos abatement shall not be

removed from the worksite by a worker to be cleaned. Recommendations made by the Contractor's Designated IH to downgrade whole body protection shall be submitted in writing to the Contracting Officer. The Contractor's Designated Competent Person, in consultation with the Designated IH, has the authority to take immediate action to upgrade or downgrade whole body protection when there is an immediate danger to the health and safety of the wearer.

1.15.2.1 Coveralls

Disposable-breathable coveralls with a zipper front shall be provided. Sleeves shall be secured at the wrists, and foot coverings secured at the ankles. See DETAIL SHEET 13.

~~1.15.2.2 Underwear~~

[AM#0001].

1.15.2.3 Work Clothing

During abatement, two coveralls shall be worn [AM#0001] as the abatement and control method employed (See Set-up DETAIL SHEET 10). Cloth work clothes for wear under the protective coverall, and foot coverings, shall be provided when work is being conducted in low temperature conditions. Cloth work clothes shall be either disposed of as asbestos contaminated waste or properly laundered in accordance with 29 CFR 1926, Section .1101.

1.15.2.4 Gloves

Gloves shall be provided to protect the hands. Where there is the potential for hand injuries (i.e., scrapes, punctures, cuts, etc.) a suitable glove shall be provided and used.

1.15.2.5 Foot Coverings

Cloth socks shall be provided and worn next to the skin. Footwear, as required by OSHA and EM 385-1-1, that is appropriate for safety and health hazards in the area shall be worn. Rubber boots shall be used in moist or wet areas. Reusable footwear removed from the regulated area shall be thoroughly decontaminated or disposed of as ACM waste. Disposable protective foot covering shall be disposed of as ACM waste. If rubber boots are not used, disposable foot covering shall be provided.

1.15.2.6 Head Covering

Hood type disposable head covering shall be provided. In addition, protective head gear (hard hats) shall be provided as required. Hard hats shall only be removed from the regulated area after being thoroughly decontaminated.

1.15.2.7 Protective Eye Wear

Eye protection provided shall be in accordance with ANSI Z87.1.

1.16 HYGIENE FACILITIES AND PRACTICES

The Contractor shall establish a decontamination area within the [AM#0001]regulated area for the decontamination of employees, material and equipment. The Contractor shall ensure that employees enter and exit the regulated area through the decontamination area.

1.16.1 Shower Facilities

Remote shower facilities will be provided and shall comply with 29 CFR 1910, Section .141(d)(3).

1.16.2 Single Stage Decontamination Area

A decontamination area (equipment room/area) shall be provided for [AM#0001] Class II work asbestos work operations where exposures exceed the PELs or where there is no negative exposure assessment produced before the operation. The equipment room or area shall be adjacent to the regulated area for the decontamination of employees, material, and their equipment which is contaminated with asbestos. The equipment room or area shall consist of an area covered by an impermeable drop cloth on the floor or horizontal working surface. The area must be of sufficient size to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area. Surfaces of the equipment room shall be wet wiped 2 times after [AM#0001]completion of pipe wrap abatement. Materials used for wet wiping shall be disposed of as asbestos contaminated waste.

1.16.3 Decontamination Requirements for Class IV Work

The Contractor shall ensure that employees performing Class IV work within a regulated area comply with the hygiene practice required of employees performing work which has a higher classification within that regulated area.

1.16.4 Decontamination Area Entry Procedures

The Contractor shall ensure that employees entering the decontamination area through the clean room or clean area:

- a. Remove street clothing in the clean area and deposit it in lockers.
- b. Put on protective clothing (including two disposable suits) and proceed to work site.
- c. Put on respiratory protection and enter the regulated area.

1.16.5 Decontamination Area Exit Procedures

The Contractor shall ensure that the following procedures are followed:

- a. Before leaving the regulated area, respirators shall be worn while employees remove all gross contamination and debris from their work clothing using a HEPA vacuum.

- b. Employees shall remove [AM#0001]the outer protective suit in the regulated area and deposit it in labeled impermeable bags or containers (see DETAIL SHEETS 9A and 14) for disposal.
- c. Employees shall not remove their respirators in the [AM#0001]regulated area.
- d. The Contractor shall ensure that employees engaged in [AM#0001] Class II asbestos jobs: a) Remove asbestos contamination from their work suits in the regulated area using a HEPA vacuum before proceeding to either a shower that is not adjacent to the work area; or b) Put on a second disposable work suit and proceed to next work area.
- e. After showering, employees shall enter the clean room before changing into street clothes.

#### 1.16.6 Lunch Areas

The Contractor shall provide lunch areas in which the airborne concentrations of asbestos are below 0.01 f/cc.

#### 1.16.7 Smoking

Smoking, if allowed by the Contractor, shall only be permitted in designated areas approved by the Contracting Officer.

#### 1.17 REGULATED AREAS

All [AM#0001]Class II asbestos work shall be conducted within regulated areas. The regulated area shall be demarcated to minimize the number of persons within the area and to protect persons outside the area from exposure to airborne asbestos. Where critical barriers or negative pressure enclosures are used, they shall demarcate the regulated area. Access to regulated areas shall be limited to authorized persons. The Contractor shall control access to regulated areas, ensure that only authorized personnel enter, and verify that Contractor required medical surveillance, training and respiratory protection program requirements are met prior to allowing entrance.

#### 1.18 WARNING SIGNS AND TAPE

Warning signs and tape printed in English and Spanish shall be provided at the regulated boundaries and entrances to regulated areas. The Contractor shall ensure that all personnel working in areas contiguous to regulated areas comprehend the warning signs. Signs shall be located to allow personnel to read the signs and take the necessary protective steps required before entering the area. Warning signs, as shown and described in DETAIL SHEET 11, shall be in vertical format conforming to 29 CFR 1910 and 29 CFR 1926, Section .1101, a minimum of 20 by 14 inches, and displaying the following legend in the lower panel:

DANGER  
ASBESTOS

CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

Spacing between lines shall be at least equal to the height of the upper of any two lines. Warning tape shall be provided as shown and described on DETAIL SHEET 11. Decontamination unit signage shall be as shown and described on DETAIL SHEET 15.

1.19 WARNING LABELS

Warning labels shall be affixed to all asbestos disposal containers used to contain asbestos materials, scrap, waste debris, and other products contaminated with asbestos. Containers with preprinted warning labels conforming to requirements are acceptable. Warning labels shall be as described in DETAIL SHEET 14, shall conform to 29 CFR 1926, Section .1101 and shall be of sufficient size to be clearly legible displaying the following legend:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

1.20 LOCAL EXHAUST VENTILATION

Local exhaust ventilation units [AM#0001](to be used with glove bag) shall conform to ANSI Z9.2 and 29 CFR 1926, Section .1101. Filters on local exhaust system equipment shall conform to ANSI Z9.2 and UL 586. Filter shall be UL labeled (See Set-up DETAIL SHEET 10).

1.21 TOOLS

Vacuums shall be leak proof to the filter, equipped with HEPA filters, of sufficient capacity and necessary capture velocity at the nozzle or nozzle attachment to efficiently collect, transport and retain the ACM waste material. Power tools shall not be used to remove ACM unless the tool is equipped with effective, integral HEPA filtered exhaust ventilation capture and collection system, or has otherwise been approved for use by the Contracting Officer. Residual asbestos shall be removed from reusable tools prior to storage and reuse. Reusable tools shall be thoroughly decontaminated prior to being removed from regulated areas.

1.22 RENTAL EQUIPMENT

If rental equipment is to be used, written notification shall be provided to the rental agency, concerning the intended use of the equipment, the possibility of asbestos contamination of the equipment and the steps that will be taken to decontaminate such equipment. A written acceptance of the terms of the Contractor's notification shall be obtained from the rental agency.

1.23 AIR MONITORING EQUIPMENT

The Contractor's Designated IH shall approve air monitoring equipment to be used to collect samples. The equipment shall include, but shall not be limited to:

- a. High-volume sampling pumps that can be calibrated and operated at a constant airflow up to 16 liters per minute when equipped with a sampling train of tubing and filter cassette.
- b. Low-volume, battery powered, body-attachable, portable personal pumps that can be calibrated to a constant airflow up to approximately 3.5 liters per minute when equipped with a sampling train of tubing and filter cassette, and a self-contained rechargeable power pack capable of sustaining the calibrated flow rate for a minimum of 10 hours. The pumps shall also be equipped with an automatic flow control unit which shall maintain a constant flow, even as filter resistance increases due to accumulation of fiber and debris on the filter surface.
- c. Single use standard 25 mm diameter cassette, open face, 0.8 micron pore size, mixed cellulose ester membrane filters and cassettes with 50 mm electrically conductive extension cowl, and shrink bands, to be used with low flow pumps in accordance with 29 CFR 1926, Section .1101 for personal air sampling.
- d. Single use standard 25 mm diameter cassette, open face, 0.45 micron pore size, mixed cellulose ester membrane filters and cassettes with 50 mm electrically conductive cowl, and shrink bands, to be used with high flow pumps when conducting environmental area sampling using NIOSH Pub No. 84-100 Methods 7400.
- e. Appropriate plastic tubing to connect the air sampling pump to the selected filter cassette.
- f. A flow calibrator capable of calibration to within plus or minus 2 percent of reading over a temperature range of minus 4 to plus 140 degrees F and traceable to a NIST primary standard.

#### 1.24 EXPENDABLE SUPPLIES

##### 1.24.1 Glove Bag

Glove bags shall be provided as described in 29 CFR 1926, Section .1101 and SET-UP DETAIL SHEET 10. The glove bag assembly shall be 6 mil thick plastic, prefabricated and seamless at the bottom with preprinted OSHA warning label.

##### 1.24.2 Duct Tape

Industrial grade duct tape of appropriate widths suitable for bonding sheet plastic and disposal container shall be provided.

##### 1.24.3 Disposal Containers

Leak-tight (defined as solids, liquids, or dust that cannot escape or spill

out) disposal containers shall be provided for ACM wastes as required by 29 CFR 1926 Section .1101 and DETAIL SHEETS 9A, 9B, 9C and 14.

1.24.4 Disposal Bags

Leak-tight bags, 6 mil thick, shall be provided for placement of asbestos generated waste as described in DETAIL SHEET 9A.

1.24.5 Cardboard Boxes

Heavy-duty corrugated cardboard boxes, coated with plastic or wax to retard deterioration from moisture, shall be provided as described in DETAIL SHEET 9C, if ACM could puncture disposable bags. Boxes shall fit into selected ACM disposal bags. Filled boxes shall be sealed leak-tight with duct tape.

1.24.6 Sheet Plastic

Sheet plastic shall be polyethylene of 6 mil minimum thickness and shall be provided in the largest sheet size necessary to minimize seams, as indicated on the project drawings. Film shall be frosted and conform to ASTM D 4397, except as specified below:

1.24.6.1 Flame Resistant

Where a potential for fire exists, flame-resistant sheets shall be provided. Film shall be frosted and shall conform to the requirements of NFPA 701.

1.24.6.2 Reinforced

Reinforced sheets shall be provided where high skin strength is required, such as where it constitutes the only barrier between the regulated area and the outdoor environment. The sheet stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between 2 layers of polyethylene film. Film shall meet flame resistant standards of NFPA 701.

1.24.7 Amended Water

Amended water shall meet the requirements of ASTM D 1331.

1.24.8 Leak-tight Wrapping

Two layers of 6 mil minimum thick polyethylene sheet stock shall be used for the containment of removed asbestos-containing components or materials such as [AM#0001] pipe wrap segments and other materials too large to be placed in disposal bags as described in DETAIL SHEET 9B. Upon placement of the ACM component or material, each layer shall be individually leak-tight sealed with duct tape.

~~1.24.9 Viewing Inspection Window~~

[AM#0001] .

1.24.10 Wetting Agents

Removal encapsulant (a penetrating encapsulant) shall be provided when conducting removal abatement activities that require a longer removal time or are subject to rapid evaporation of amended water. The removal encapsulant shall be capable of wetting the ACM and retarding fiber release during disturbance of the ACM greater than or equal to that provided by amended water. Performance requirements for penetrating encapsulants are specified in paragraph ENCAPSULANTS.

1.24.11 Strippable Coating

Strippable coating in aerosol cans shall be used to adhere to surfaces and to be removed cleanly by stripping, at the completion of work. This work shall only be done in well ventilated areas.

1.25 MISCELLANEOUS ITEMS

A sufficient quantity of other items, such as, but not limited to: scrapers, brushes, brooms, staple guns, tarpaulins, shovels, rubber squeegees, dust pans, other tools, lumber necessary for the construction of [AM#0001]decontamination area(s), UL approved temporary electrical equipment, material and cords, ground fault circuit interrupters, water hoses of sufficient length, fire extinguishers, first aid kits, portable toilets, logbooks, log forms, markers with indelible ink, spray paint in bright color to mark areas, project boundary fencing, etc., shall be provided.

PART 2 PRODUCTS

2.1 ENCAPSULANTS

Encapsulants shall conform to USEPA requirements, shall contain no toxic or hazardous substances and no solvent and shall meet the following requirements:

ALL ENCAPSULANTS

Requirement	Test Standard
Flame Spread - 25, Smoke Emission - 50	ASTM E 84
Combustion Toxicity Zero Mortality	Univ. of Pittsburgh Protocol
Life Expectancy, 20 yrs Accelerated Aging Test	ASTM C 732
Permeability, Minimum 0.4 perms	ASTM E 96

Additional Requirements for Penetrating Encapsulant

Requirement	Test Standard
Cohesion/Adhesion Test,	ASTM E 736

ALL ENCAPSULANTS

Requirement	Test Standard
50 pounds of force/foot	
Fire Resistance, Negligible	ASTM E 119
affect on fire resistance	
rating over 3 hour test(Classified	
by UL for use over fibrous and	
cementitious sprayed fireproofing)	
Impact Resistance, Minimum	ASTM D 2794
43 in-lb (Gardner Impact Test)	
Flexibility, no rupture or	ASTM D 522
cracking (Mandrel Bend Test)	

Additional Requirements for Lockdown Encapsulant

Requirement	Test Standard
Fire Resistance, Negligible	ASTM E 119
affect on fire resistance	
rating over 3 hour test(Tested	
with fireproofing over encapsulant	
applied directly to steel member)	
Bond Strength, 100 pounds of	ASTM E 736
force/foot (Tests	
compatibility with cementitious	
and fibrous fireproofing)	

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Asbestos abatement work tasks shall be performed as shown on the detailed plans and drawings, as summarized in paragraph DESCRIPTION OF WORK and including Table 1 and the Contractor's Accident Prevention Plan, Asbestos Hazard Abatement Plan, and the Activity Hazard Analyses. The Contractor shall use the engineering controls and work practices required in 29 CFR 1926, Section .1101(g) in all operations regardless of the levels of exposure. Personnel shall wear and utilize protective clothing and equipment as specified. The Contractor shall not permit eating, smoking, drinking, chewing or applying cosmetics in the regulated area. All hot work (burning, cutting, welding, etc.) shall be conducted under controlled conditions in conformance with 29 CFR 1926, Section .352, Fire Prevention. Personnel of other trades, not engaged in asbestos abatement activities, shall not be exposed at any time to airborne concentrations of asbestos unless all the administrative and personal protective provisions of the Contractor's Accident Prevention Plan are complied with. Temporary electrical service shall be disconnected when necessary for wet removal. The Contractor shall stop abatement work in the regulated area immediately when the airborne total fiber concentration: (1) equals or exceeds 0.01 f/cc, or the pre-abatement concentration, whichever is greater, outside the regulated area; or (2) equals or exceeds 1.0 f/cc inside the regulated area. The Contractor shall correct the condition to the satisfaction of

the Contracting Officer, including visual inspection and air sampling. Work shall resume only upon notification by the Contracting Officer. Corrective actions shall be documented.

### 3.2 PROTECTION OF ADJACENT WORK OR AREAS TO REMAIN

Asbestos abatement shall be performed without damage to or contamination of adjacent work or area. Where such work or area is damaged or contaminated, as verified by the Contracting Officer using visual inspection or sample analysis, it shall be restored to its original condition or decontaminated by the Contractor at no expense to the Government, as deemed appropriate by the Contracting Officer. This includes inadvertent spill of dirt, dust or debris in which it is reasonable to conclude that asbestos may exist. When these spills occur, work shall stop in all effected areas immediately and the spill shall be cleaned. When satisfactory visual inspection and air sampling analysis results are obtained and have been evaluated by the Contractor's Designated IH and the Contracting Officer, work shall proceed.

### 3.3 OBJECTS

#### 3.3.1 Removal of Mobile Objects

Mobile objects, furniture, and equipment will be removed from the area of work by the occupants of each housing unit before asbestos abatement work begins.

#### 3.3.2 Stationary Objects

Stationary objects, furniture, and equipment, shall remain in place and shall be precleaned using HEPA vacuum followed by adequate wet wiping. Stationary objects and furnishings shall be covered with 2 layers of polyethylene and edges sealed with duct tape.

#### 3.3.3 Reinstallation of Mobile Objects

At the conclusion of the asbestos abatement work in each regulated area, and after meeting the final clearance requirements for each regulated area, objects previously removed shall be transferred back to the cleaned area from which they came, and reinstalled by the occupants of each housing unit.

### 3.4 PRECLEANING

Surfaces adjacent to the pipe [AM#0001]wrap to be abated and any visible debris shall be cleaned by HEPA vacuum and adequately wet wiped prior to establishment of containment.

### 3.5 METHODS OF COMPLIANCE

#### 3.5.1 Mandated Practices

The Contractor shall employ proper handling procedures in accordance with 29 CFR 1926 and 40 CFR 61, Subpart M, and the specified requirements. The specific abatement techniques and items identified shall be detailed in the Contractor's Asbestos Hazard Abatement Plan including, but not limited to,

details of construction materials, equipment, and handling procedures. The Contractor shall use the following engineering controls and work practices in all operations, regardless of the levels of exposure:

- a. Vacuum cleaners equipped with HEPA filters to collect debris and dust containing ACM.
- b. Wet methods or wetting agents to control employee exposures during asbestos handling, mixing, removal, cutting, application, and cleanup; except where it can be demonstrated that the use of wet methods is unfeasible due to, for example, the creation of electrical hazards, equipment malfunction, and in roofing.
- c. Prompt clean-up and disposal in leak-tight containers of wastes and debris contaminated with asbestos.
- d. Inspection and repair of [AM#0001]glove bags.
- e. Cleaning of equipment and surfaces of containers filled with ACM prior to removing them from the [AM#0001]regulated area.

#### 3.5.2 Control Methods

The Contractor shall use the following control methods to comply with the PELs:

- a. Local exhaust ventilation [AM#0001](to be used with glove bags) equipped with HEPA filter dust collection systems;
- b. Enclosure or isolation of processes producing asbestos dust;
- c. Ventilation of the regulated area to move contaminated air away from the breathing zone of employees and toward a filtration or collection device equipped with a HEPA filter;
- d. Use of other work practices and engineering controls;
- e. Where the feasible engineering and work practice controls described above are not sufficient to reduce employee exposure to or below the PELs, the Contractor shall use them to reduce employee exposure to the lowest levels attainable by these controls and shall supplement them by the use of respiratory protection that complies with paragraph, RESPIRATORY PROTECTION PROGRAM.

#### 3.5.3 Unacceptable Practices

The following work practices and engineering controls shall not be used for work related to asbestos or for work which disturbs ACM, regardless of measured levels of asbestos exposure or the results of initial exposure assessments:

- a. High-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.

- b. Compressed air used to remove asbestos, or materials containing asbestos, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air.
- c. Dry sweeping, shoveling, or other dry clean-up of dust and debris containing ACM.
- d. Employee rotation as a means of reducing employee exposure to asbestos.

3.5.4 [AM#0001]Class II Work Procedures

In addition to requirements of paragraphs Mandated Practices and Control Methods, the following engineering controls and work practices shall be used:

- a. A Competent Person shall supervise the [AM#0001]work.  
~~DELETED~~b. [AM#0001]\_\_\_\_\_.
- c. Impermeable dropcloths shall be placed on surfaces adjacent to all removal activity.
- d. Objects within the regulated area shall be handled as specified in paragraph OBJECTS.
- e. Where a negative exposure assessment has not been provided or where exposure monitoring shows the PEL was exceeded, the regulated area shall be ventilated to move contaminated air away from the employee's breathing zone toward a HEPA unit or collection device.

3.5.5 Specific Control Methods for [AM#0001]Class II Work

In addition to requirements of paragraph Class II Work Procedures, Class II asbestos work shall be performed using the control methods identified in the subparagraphs below.

3.5.5.1 Glove Bag Systems

Glove bag systems shall be as shown in SETUP DETAIL SHEET 10. The glove bag system shall be used to remove ACM from straight runs of piping and elbows and other connections. Glove bags shall be used without modification and shall be smoke-tested for leaks and any leaks sealed prior to use. Glove bags shall be installed to completely cover the circumference of pipe or other structures where the work is to be done. Glove bags shall be used only once and shall not be moved. Glove bags shall not be used on surfaces that have temperatures exceeding 150 degrees F. Prior to disposal, glove bags shall be collapsed by removing air within them using a HEPA vacuum. Before beginning the operation, loose and friable material adjacent to the glove bag operation shall be wrapped and sealed in 2 layers of plastic or otherwise rendered intact. Asbestos regulated work areas shall be

established as specified and shown on detailed drawings and plans for glove bag abatement. Designated boundary limits for the asbestos work shall be established with rope or other continuous barriers and all other requirements for asbestos control areas shall be maintained, including area signage and boundary warning tape as specified in SET-UP DETAIL SHEET 11.

- a. In addition to requirements for negative pressure glove bag systems above, the Contractor shall attach HEPA vacuum systems or other devices to the bag to prevent collapse during removal of ACM from straight runs of piping and elbows and other connections.

~~DELETED~~ 3.5.5.2 Mini-Enclosures

[AM#0001]

3.5.5.3 Wrap and Cut Operation

Wrap and cut operations shall be as shown in SETUP DETAIL SHEET 9B.

[AM#0001]The pipe wrap shall be thoroughly wetted with amended water prior to, and during removal. Prior to cutting or disconnecting the pipe, the asbestos-containing insulation shall be wrapped with polyethylene and securely sealed with duct tape to prevent asbestos becoming airborne as a result of the cutting process. The following steps shall be taken: install glove bag, strip back sections to be cut 6 inches from point of cut or disconnect, then cut pipe into manageable sections or disconnect and place in glove bag.

3.5.6 Cleaning After Asbestos Removal

After completion of all asbestos removal work, surfaces from which ACM has been removed shall be wet wiped or sponged clean, or cleaned by some equivalent method to remove all visible residue. Workmen shall use HEPA vacuum cleaners to vacuum every surface. Surfaces or locations which could harbor accumulations or residual asbestos dust shall be checked after vacuuming to verify that no asbestos-containing material remains; and shall be re-vacuumed as necessary to remove the ACM.

3.5.7 [AM#0001]Class II Asbestos Work Response Action Detail Sheets

The following Class II Asbestos Work Response Action Detail Sheet is specified on Table 1 for each individual work task to be performed:

- a. Pipe [AM#0001]Wrap (Using a Glove bag): See Sheet 87

3.5.8 Abatement of Asbestos Contaminated Soil

Asbestos contaminated soil shall be removed from areas that surrounded the pipe insulation to a minimum depth of 2 inches. Soil shall be thoroughly dampened with amended water and then removed by manual shoveling or by hand into labeled containers. The Contractor has the option to propose encapsulation of soil instead of removal.

3.6 FINAL CLEANING AND VISUAL INSPECTION

Upon completion of abatement, the regulated area shall be cleaned by collecting, packing, and storing all gross contamination; see SET-UP DETAIL SHEETS 9 and 14. A final cleaning shall be performed using HEPA vacuum and wet cleaning of all exposed surfaces and objects in the regulated area. Upon completion of the cleaning, the Contractor shall conduct a visual pre-inspection of the cleaned area in preparation for a final inspection before final air clearance monitoring and recleaning, as necessary. Upon completion of the final cleaning, the Contractor and the Contracting Officer shall conduct a final visual inspection of the cleaned regulated area in accordance with ASTM E 1368 and document the results on the Final Cleaning and Visual Inspection as specified on the SET-UP DETAIL SHEET 19. If the Contracting Officer rejects the clean regulated area as not meeting final cleaning requirements, the Contractor shall reclean as necessary and have a follow-on inspection conducted with the Contracting Officer. Recleaning and follow-up reinspection shall be at the Contractor's expense.

### 3.7 LOCKDOWN

Prior to removal of barriers and after clean-up of gross contamination and final visual inspection, a post removal (lockdown) encapsulant shall be spray applied surfaces in the regulated area.

### 3.8 EXPOSURE ASSESSMENT AND AIR MONITORING

#### 3.8.1 General Requirements For Exposure

Exposure assessment, air monitoring and analysis of airborne concentration of asbestos fibers shall be performed in accordance with 29 CFR 1926, Section .1101, the Contractor's air monitoring plan, and as specified. Personal exposure air monitoring (collected at the breathing zone) that is representative of the exposure of each employee who is assigned to work within a regulated area shall be performed by the Contractor's Designated IH.

Breathing zone samples shall be taken for at least 25 percent of the workers in each shift, or a minimum of [AM#0001]1, whichever is greater. Air monitoring results at the 95 percent confidence level shall be calculated as shown in Table 2 at the end of this section. The Contractor shall provide an onsite independent testing laboratory with qualified analysts and appropriate equipment to conduct sample analyses of air samples using the methods prescribed in 29 CFR 1926, Section .1101, to include NIOSH Pub No. 84-100 Method 7400. Preabatement and abatement environmental air monitoring shall be performed by the Contractor's Designated IH. Final clearance environmental air monitoring, shall be performed by the Contractor's Designated IH. Environmental and final clearance air monitoring shall be performed using NIOSH Pub No. 84-100 Method 7400 (PCM). For environmental and final clearance, air monitoring shall be conducted at a sufficient velocity and duration to establish the limit of detection of the method used at 0.005 f/cc. Monitoring may be duplicated by the Government at the discretion of the Contracting Officer. Results of breathing zone samples shall be posted at the job site and made available to the Contracting Officer. The Contractor shall maintain a fiber concentration inside a regulated area less than or equal to 0.1 f/cc expressed as an 8 hour, time-weighted average (TWA) during the conduct of the asbestos abatement. If fiber concentration rises above 0.1 f/cc, work procedures shall be investigated with the Contracting Officer to determine

the cause. At the discretion of the Contracting Officer, fiber concentration may exceed 0.1 f/cc but shall not exceed 1.0 f/cc expressed as an 8-hour TWA. The Contractor's workers shall not be exposed to an airborne fiber concentration in excess of 1.0 f/cc, as averaged over a sampling period of 30 minutes. Should either an environmental concentration of 1.0 f/cc expressed as an 8-hour TWA or a personal excursion concentration of 1.0 f/cc expressed as a 30-minute sample occur inside a regulated work area, the Contractor shall stop work immediately, notify the Contracting Officer, and implement additional engineering controls and work practice controls to reduce airborne fiber levels below prescribed limits in the work area. Work shall not restart until authorized by the Contracting Officer.

### 3.8.2 Initial Exposure Assessment

The Contractor's Designated IH shall conduct an exposure assessment immediately before or at the initiation of an asbestos abatement operation to ascertain expected exposures during that operation. The assessment shall be completed in time to comply with the requirements which are triggered by exposure data or the lack of a negative exposure assessment, and to provide information necessary to assure that all control systems planned are appropriate for that operation. The assessment shall take into consideration both the monitoring results and all observations, information or calculations which indicate employee exposure to asbestos, including any previous monitoring conducted in the workplace, or of the operations of the Contractor which indicate the levels of airborne asbestos likely to be encountered on the job. [AM#0001].

### 3.8.3 Negative Exposure Assessment

The Contractor shall provide a negative exposure assessment for the specific asbestos job which will be performed. The negative exposure assessment shall be provided within 5 days of the initiation of the project and conform to the following criteria:

- a. Objective Data: Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the PEL-TWA and PEL-Excursion Limit under those work conditions having the greatest potential for releasing asbestos.
- b. Prior Asbestos Jobs: Where the Contractor has monitored prior asbestos jobs for the PEL and the PEL-Excursion Limit within 12 months of the current job, the monitoring and analysis were performed in compliance with asbestos standard in effect; the data were obtained during work operations conducted under workplace conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations; the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job; and these data show that under the conditions prevailing and which will prevail in the current workplace, there

is a high degree of certainty that the monitoring covered exposure from employee exposures will not exceed the PEL-TWA and PEL-Excursion Limit.

- c. Initial Exposure Monitoring: The results of initial exposure monitoring of the current job, made from breathing zone air samples that are representative of the 8-hour PEL-TWA and 30-minute short-term exposures of each employee. The monitoring covered exposure from operations which are most likely during the performance of the entire asbestos job to result in exposures over the PELs.

#### 3.8.4 Independent Environmental Monitoring

The Contractor has retained an independent air monitoring firm to perform during abatement and final clearance air monitoring. The air monitoring contractor has been provided a copy of the contract that includes this abatement work. The abatement contractor will provide the air monitoring contractor with an up-to-date copy of the accepted Asbestos Hazard Abatement Plan, Accident Prevention Plan and pertinent detailed drawings. The air monitoring contractor is required to comply with the abatement contractor's safety and health requirements. The abatement contractor will coordinate all onsite activities with the air monitoring contractor, the COR, and other affected parties as directed by the COR. The abatement contractor will provide the air monitoring contractor with an up-to-date schedule of abatement contractor work activities. The air monitoring contractor will coordinate with the abatement contractor and the COR during the performance Government required air monitoring. The abatement contractor is responsible for performing exposure assessment and personal air monitoring of abatement contractor's work. The air monitoring contractor is responsible for performing these tasks for its employee.

#### 3.8.5 Preabatement Environmental Air Monitoring

Preabatement environmental air monitoring shall be established 1 day prior to the masking and sealing operations for each regulated area to determine background concentrations before abatement work begins. As a minimum, preabatement air samples shall be collected using NIOSH Pub No. 84-100 Method 7400, PCM at these locations: [AM#0001]upwind and downwind from the regulated work area. One sample shall be collected at each location. [AM#0001]. The PCM samples shall be analyzed within 24 hours; and if any result in fiber concentration greater than 0.01 f/cc, asbestos fiber concentration shall be confirmed using NIOSH Pub No. 84-100 Method 7402 (TEM).

#### 3.8.6 Environmental Air Monitoring During Abatement

Until an exposure assessment is provided to the Contracting Officer, environmental air monitoring shall be conducted at locations and frequencies that will accurately characterize any evolving airborne asbestos fiber concentrations. The assessment shall demonstrate that the product or material containing asbestos minerals, or the abatement involving such product or material, cannot release airborne asbestos fibers in concentrations exceeding 0.01 f/cc as a TWA under those work conditions

having the greatest potential for releasing asbestos. The monitoring shall be at least once [AM#0001]at each work area at locations including, but not limited to, preabatement sampling locations. If the sampling outside regulated area shows airborne fiber levels have exceeded background or 0.01 f/cc, whichever is greater, work shall be stopped immediately, and the Contracting Officer notified. The condition causing the increase shall be corrected. Work shall not restart until authorized by the Contracting Officer.

### 3.8.7 Final Clearance Air Monitoring

[AM#0001]Since the abatement is in an outdoor setting and the material is non-friable, no final clearance air monitoring is required. The Contractor and the Contracting Officer shall conduct a final visual inspection of the regulated area where asbestos abatement has been completed. The final visual inspection shall be as specified in SET-UP DETAIL SHEET 19. [AM#0001]However, if the pipe wrap cannot be removed substantially intact, then the final clearance requirements shall apply. Final clearance air monitoring shall not begin until acceptance of the Contractor's final cleaning by the Contracting Officer. The Contracting Officer's IH will conduct final clearance air monitoring using aggressive air sampling techniques as defined in EPA 560/5-85-024 or as otherwise required by federal or state requirements. The sampling and analytical method used will be NIOSH Pub No. 84-100 Method 7400 (PCM).

#### 3.8.7.1 Final Clearance Requirements, NIOSH PCM Method

For PCM sampling and analysis using NIOSH Pub No. 84-100 Method 7400, the fiber concentration inside the abated regulated area, for each airborne sample, shall be less than 0.01 f/cc. The abatement inside the regulated area is considered complete when every PCM final clearance sample is below the clearance limit. If any sample result is greater than 0.01 total f/cc, the asbestos fiber concentration (asbestos f/cc) shall be confirmed from that same filter using NIOSH Pub No. 84-100 Method 7402 (TEM) at Contractor's expense. If any confirmation sample result is greater than 0.01 asbestos f/cc, abatement is incomplete and cleaning shall be repeated. Upon completion of any required recleaning, resampling with results to meet the above clearance criteria shall be done.

#### 3.8.7.3 Air Clearance Failure

If clearance sampling results fail to meet the final clearance requirements, the Contractor shall pay all costs associated with the required recleaning, resampling, and analysis, until final clearance requirements are met.

### 3.8.8 Air-Monitoring Results and Documentation

Air sample fiber counting shall be completed and results provided within 24 hours (breathing zone samples), and 24 hours (environmental/clearance monitoring) after completion of a sampling period. The Contracting Officer shall be notified immediately of any airborne levels of asbestos fibers in excess of established requirements. Written sampling results shall be provided within 5 working days of the date of collection. The written

results shall be signed by testing laboratory analyst, testing laboratory principal and the Contractor's Designated IH. The air sampling results shall be documented on a Contractor's daily air monitoring log. The daily air monitoring log shall contain the following information for each sample:

- a. Sampling and analytical method used;
- b. Date sample collected;
- c. Sample number;
- d. Sample type: BZ = Breathing Zone (Personal), P = Preabatement, E = Environmental, C = Abatement Clearance;
- e. Location/activity/name where sample collected;
- f. Sampling pump manufacturer, model and serial number, beginning flow rate, end flow rate, average flow rate (L/min);
- g. Calibration date, time, method, location, name of calibrator, signature;
- h. Sample period (start time, stop time, elapsed time (minutes));
- i. Total air volume sampled (liters);
- j. Sample results (f/cc and S/mm square) if EPA methods are required for final clearance;
- k. Laboratory name, location, analytical method, analyst, confidence level. In addition, the printed name and a signature and date block for the Industrial Hygienist who conducted the sampling and for the Industrial Hygienist who reviewed the daily air monitoring log verifying the accuracy of the information.

### 3.9 CLEARANCE CERTIFICATION

When asbestos abatement is complete, ACM waste is removed from the regulated areas, and final clean-up is completed, the Contracting Officer will certify the areas as safe before allowing the warning signs and boundary warning tape to be removed. After final clean-up and acceptable airborne concentrations are attained, the Contractor and the Contracting Officer shall visually inspect all surfaces within the containment for residual material or accumulated debris. The Contractor shall reclean all areas showing dust or residual materials. The Contracting Officer will certify in writing that the area is safe before unrestricted entry is permitted. The Government will have the option to perform monitoring to certify the areas are safe before entry is permitted.

### 3.10 CLEANUP AND DISPOSAL

#### 3.10.1 Title to ACM Materials

ACM material resulting from abatement work, except as specified otherwise,

shall become the property of the [AM#0001]Government and shall be disposed of as specified and in accordance with applicable federal, state and local regulations.

### 3.10.2 Collection and Disposal of Asbestos

All ACM waste shall be collected and including contaminated wastewater filters, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing, shall be collected and placed in leak-tight containers such as double plastic bags (see DETAIL SHEET 9A); sealed double wrapped polyethylene sheet (see DETAIL 9B); sealed fiberboard boxes (see DETAIL SHEET 9C); or other approved containers. Waste within the containers shall be wetted in case the container is breached. Asbestos-containing waste shall be disposed of at a, state approved asbestos landfill or at the Fort Hood Municipal Solid Waste Landfill subject to the conditions listed in Section 01128 SPECIAL PROJECT PROCEDURES FOR FORT HOOD. For temporary storage, sealed impermeable containers shall be stored in an asbestos waste load-out unit or in a storage/transportation conveyance (i.e., dumpster, roll-off waste boxes, etc.) in a manner acceptable to and in an area assigned by the Contracting Officer. Procedure for hauling and disposal shall comply with 40 CFR 61, Subpart M, state, regional, and local standards.

### 3.10.3 Scale Weight Measurement

Scales used for measurement shall be public scales. Weighing shall be at a point nearest the work at which a public scale is available. Scales shall be standard truck scales of the beam type; scales shall be equipped with the type registering beam and an "over and under" indicator; and shall be capable of accommodating the entire vehicle. Scales shall be tested, approved and sealed by an inspector of the State of Texas. Scales shall be calibrated and resealed as often as necessary and at least once every three months to ensure continuous accuracy. Vehicles used for hauling ACM shall be weighed empty daily at such time as directed and each vehicle shall bear a plainly legible identification mark.

### 3.10.4 Weigh Bill and Delivery Tickets

Copies of weigh bills and delivery tickets shall be submitted to the Contracting Officer during the progress of the work. The Contractor shall furnish the Contracting Officer scale tickets for each load of ACM weighed and certified. These tickets shall include tare weight; identification mark for each vehicle weighed; and date, time and location of loading and unloading. Tickets shall be furnished at the point and time individual trucks arrive at the worksite. A master log of all vehicle loading shall be furnished for each day of loading operations. Before the final statement is allowed, the Contractor shall file with the Contracting Officer certified weigh bills and/or certified tickets and manifests of all ACM actually disposed by the Contractor for this contract.

### 3.10.5 Asbestos Waste Shipment Record

The Contractor shall complete and provide the Contracting Officer final completed copies of the Waste Shipment Record for all shipments of waste

material as specified in 40 CFR 61, Subpart M and other required state waste manifest shipment records, within 3 days of delivery to the landfill.

Each Waste Shipment Record shall be signed and dated by the Contracting Officer, the waste transporter and disposal facility operator.

TABLE 1

INDIVIDUAL WORK TASK DATA ELEMENTS

Sheet 1 of 1

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 01
2. LOCATION OF WORK TASK: **Backyards of 642 housing units in Chaffee Village, 152 housing units in Patton Park, and locations where pipe [AM#0001]wrap on metal pipe is disturbed.**
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: **[AM#0001]Wrap on gas service lines.**
  - a. Type of Asbestos: **Chrysotile**
  - b. Percent asbestos content: **5 to 30% [AM#0001](See attached analytical results)**
4. ABATEMENT TECHNIQUE TO BE USED: **Removal**
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: **[AM#0001]Class II**
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK  
Friable \_\_\_\_\_ Non-friable Category I X  
Non-friable Category II \_\_\_\_\_
7. FORM \_\_\_\_\_ and CONDITION OF ACM: GOOD X FAIR \_\_\_\_\_ POOR \_\_\_\_\_
8. QUANTITY: METERS \_\_\_\_\_, SQUARE METERS \_\_\_\_\_
- 8a. QUANTITY: LINEAR FT. 2/housing unit, SQUARE FT. \_\_\_\_\_
9. RESPONSE ACTION DETAIL SHEET NUMBER FOR WORK TASK 87
10. SET-UP DETAIL SHEET NUMBERS  
FOR WORK TASK: **9A, 9B, 9C, 10, 11, 12, 13, 14, 15, 19**

NOTES:

- (1) Numeric sequence of individual work tasks (1,2,3,4, etc.) for each regulated area. Each category of EPA friability/OSHA class has a separate task.
- (2) Specific location of work (building, floor, area, e.g., Building 1421, 2nd Floor, Rm 201)
- (3) A description of material to be abated (example: horizontal pipe, cement wall panels, tile, stucco, etc.) type of asbestos (chrysotile, amosite, crocidolite, etc.); and % asbestos content.
- (4) Technique to be used: Removal = REM; Encapsulation = ENCAP; Encasement = ENCAS; Enclosure = ENCL; Repair = REP.
- (5) Class designation: Class I, II, III, or IV (OSHA designation).
- (6) Friability of materials: Check the applicable EPA NESHAP friability designation.
- (7) Form: Interior or Exterior Architectural = IA or EA; Mechanical/Electrical = ME.  
Condition: Good = G; Fair = F; Poor = P.
- (8) Quantity of ACM for each work task in meters or square meters.
- (8a) Quantity of ACM for each work task in linear feet or square feet.
- (9) Response Action Detail Sheet specifies the material to be abated and the methods to be used. There is only one Response Action Detail Sheet for each abatement task.

TABLE 1

INDIVIDUAL WORK TASK DATA ELEMENTS

- (10) Set-up Detail Sheets indicate containment and control methods used in support of the response action (referenced in the selected Response Action Detail Sheet).

ASBESTOS SURVEY INFORMATION [AM#0001](See attached analytical results)

1. Asbestos Survey Date: 03/17/00
2. Inspector's TDH License Number: Survey Conducted by District Area Office (CTAO), Fort Hood
3. TDH Laboratory Number: OMNI Environmental; TDH-30-0087
4. Location of Waste Disposal Site: Fort Hood Municipal Solid Waste Landfill



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LOUIS CRAVER  
 US ARMY CORPS OF ENGINEERS  
 FORT HOOD  
 P.O. BOX 757  
 KILLEEN, TX 76540

TRI Log #: 0003-00067  
 Date Received: 3/17/00  
 Date Reported: 3/20/00

**LABORATORY ANALYSIS REPORT**

Asbestos Analysis  
 Method: EPA 600/R93/116

Smp #	Sample Identification	Sample Description	Asbestos Identification	Fibrous Components	Non-Fibrous Components	Analysis Date
001	LGC #1 6209 <i>House Number</i>	Black Fibrous, Homogeneous	Chrysotile- 30% Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD	Fibrous Glass 10%	Filler/Binder 10% Tar 50%	3/20/00
		<i>Underground</i>				
002	LGC #2 6208	Black Fibrous, Homogeneous	Chrysotile- NAD Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD	Fibrous Glass 5%	Filler/Binder 95%	3/20/00
		<i>Resin</i>				
003	LGC #1 6042-2	Black Fibrous, Homogeneous	Chrysotile- 20% Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD	Cellulose 30%	Tar 50%	3/20/00
		<i>Resin</i>				
004	LGC #2 6042-2	Black Fibrous, Homogeneous	Chrysotile- NAD Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD	Fibrous Glass 5%	Filler/Binder 95%	3/20/00
		<i>Underground</i>				
005	LGC #1 6566	Black Fibrous, Homogeneous	Chrysotile- 30% Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD	Fibrous Glass 10%	Filler/Binder 10% Tar 50%	3/20/00
		<i>Resin</i>				



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TRI Log #: 0003-00067  
 Date Received: 3/17/00  
 Date Reported: 3/20/00

**LABORATORY ANALYSIS REPORT**

Asbestos Analysis  
 Method: EPA 600/R93/116

Smp #	Sample Identification	Sample Description	Asbestos Identification	Fibrous Components	Non-Fibrous Components	Analysis Date
U 006	LGC #2 6566	Gray Fibrous, Homogeneous	Chrysotile- 5% Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD	Cellulose 10%	Filler/Binder 5% Tar 80%	3/20/00
		<i>Underground</i>				
R 007	LGC #1 6838	Black Fibrous, Homogeneous	Chrysotile- 5% Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD	Cellulose 10% Fibrous Glass 20%	Filler/Binder 5% Tar 60%	3/20/00
		<i>Riser</i>				
U 008	LGC #2 6838	Black Fibrous, Homogeneous	Chrysotile- 20% Amosite- NAD Crocidolite- NAD Tremolite- NAD Actinolite- NAD Anthophyllite- NAD		Filler/Binder 20% Tar 60%	3/20/00
		<i>Underground</i>				



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TRI Log #: 0003-00067  
Date Received: 3/17/00  
Date Reported: 3/20/00

**LABORATORY ANALYSIS REPORT**

Asbestos Analysis  
Method: EPA 600/R93/116

Smp #	Sample Identification	Sample Description	Asbestos Identification	Fibrous Components	Non-Fibrous Components	Analysis Date
-------	-----------------------	--------------------	-------------------------	--------------------	------------------------	---------------

NAD = No Asbestos Detected, Limit of Detection <1%  
This work was performed by an accredited outside laboratory service  
All percentages are approximated and based on visual examination.  
Results pertain only to samples tested. This report can not be reproduced except in full, without approval of the laboratory.

OMNI ENVIRONMENTAL  
FDH 30-0087

U = underground  
R = Riser

These data have been reviewed and approved by

Ed Golla  
Dr. Edward Golla, CIH Lab Director

15 March 2000  
TRI Environmental Inc.  
Austin Texas, 78733  
9063 Bee Cave Road  
Ph: 512-263-2101

Attn: Sandra Dudek

Please find inclosed 8 each samples of suspected ACM from risers and gas lines of the following listed houses 6209 (2) 6042 (2) 6566 (2) and 6838(2) these samples are taken from Patton Park and Chaffee Village Fort Hood, Texas

Please analyze this sample on a "Rush Turn around", fax the results to Louis Craver at 254-532-4424, mail originals to US Army Corps of Engineers, P.O.Box 757 Killeen Texas 76540.

Services will be paid by Government Visa. For credit card number and verification please call Mr Bobby Hall at 254-287-3096

Thanks  
Louis Craver  
US Army Corps of Engineers  
Fort Hood Texas.



**TRI/ENVIRONMENTAL, INC.**  
 A Texas Research International Company  
 9069 Bee Cave Road • Austin, TX 78733-6201 • 1-800-890-8378

For TRI Use Only Page 1 of 1  
 TRI Project Number:  
 TRI Log Number:  
 Date Logged In: By:  
 Client Job No.

**REQUEST FOR LABORATORY ANALYTICAL SERVICES**

Name: **US Army Corp of Engineers Dept.**  
 Company: **P.O. Box 757**  
 Mailing Address: **Killeen TX 76540**  
 City/State/Zip: **76540**  
 Telephone No.: **254-532-3041** Telex No.: **254-532-4424**

Purchase Order No.  
 Name: **TRACON**  
 Company:  
 Mailing Address:  
 City/State/Zip:  
 ANALYSIS REQUESTED  
 (Enter an 'X' in the box below to indicate request; Enter a 'P' if Preservative added.)

Requester's Turnaround Time: **Rush**  
 Special Instructions: (method, limit of detection required, etc.)  
 Explanation of Preservative:

Number of Containers

DUENT SAMPLE IDENTIFICATION	DATE SAMPLED	MATRIX/MEDIA	AIR VOLUME (specify units)
LCC#1 BLK # Gray pipe wrap 6209	03-14-00		
LCC#2 BLK pipe wrap 6209	"		
LCC#1 BLK # Gray pipe wrap 6042-2	"		
LCC#2 BLK pipe wrap 6042-2	"		
LCC#1 BLK # Gray pipe wrap 6556	"		
LCC#2 BLK pipe wrap 6556	"		
LCC#1 BLK pipe wrap 6038	"		
LCC#2 BLK pipe wrap 6038	03-14-00		

Date/Time	Date/Time	Date/Time
Received by:	Received by:	Received by:
Received at Lab by: <b>A. Medina</b>		
Sample Condition Upon Receipt:		

CHAIN OF CUSTODY  
 Comment:

DISTRIBUTION:  
 WHITE - TRI Laboratory  
 YELLOW - TRI Accounting  
 PINK - Client Copy

TABLE 2

FORMULA FOR CALCULATION OF THE 95 PERCENT CONFIDENCE LEVEL  
(Reference: NIOSH 7400)

---

$$\text{Fibers/cc(01.95 percent CL)} = X + [(X) * (1.645) * (CV)]$$

Where:  $X = ((E)(AC))/((V)(1000))$

$$E = ((F/Nf) - (B/Nb))/Af$$

CV = The precision value; 0.45 shall be used unless the analytical laboratory provides the Contracting Officer with documentation (Round Robin Program participation and results) that the laboratory's precision is better.

AC = Effective collection area of the filter in square millimeters

V = Air volume sampled in liters

E = Fiber density on the filter in fibers per square millimeter

F/Nf = Total fiber count per graticule field

B/Nb = Mean field blank count per graticule field

Af = Graticule field area in square millimeters

$$\text{TWA} = C1/T1 + C2/T2 = Cn/Tn$$

Where: C = Concentration of contaminant

T = Time sampled.

TABLE 3

NIOSH METHOD 7400

PCM ENVIRONMENTAL AIR SAMPLING PROTOCOL (NON-PERSONAL)

Sample Location	Minimum No. of Samples	Filter Pore Size (Note 1)	Min. Vol. (Note 2) (Liters)	Sampling Rate (liters/min.)
Inside Abatement Area	0.5/140 Square Meters (Notes 3 & 4)	0.45 microns	3850	2-16
Each Room in 1 Abatement Area Less than 140 Square meters		0.45 microns	3850	2-16
Field Blank	2	0.45 microns	0	0
Laboratory Blank	1	0.45 microns	0	0

Notes:

1. Type of filter is Mixed Cellulose Ester.
2. Ensure detection limit for PCM analysis is established at 0.005 fibers/cc.
3. One sample shall be added for each additional 140 square meters. (The corresponding I-P units are 5/1500 square feet).
4. A minimum of 2 samples are to be taken per abatement area, plus 2 field blanks.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_  
PROJECT ADDRESS \_\_\_\_\_  
CONTRACTOR FIRM NAME \_\_\_\_\_  
EMPLOYEE'S NAME \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(Print) (Last) (First) (MI)

Social Security Number: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_,

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH TYPES OF LUNG DISEASE AND CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS, THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NONSMOKING PUBLIC.

Your employer's contract for the above project requires that you be provided and you complete formal asbestos training specific to the type of work you will perform and project specific training; that you be supplied with proper personal protective equipment including a respirator, that you be trained in its use; and that you receive a medical examination to evaluate your physical capacity to perform your assigned work tasks, under the environmental conditions expected, while wearing the required personal protective equipment. These things are to be done at no cost to you. By signing this certification, you are acknowledging that your employer has met these obligations to you. The Contractor's Designated Industrial Hygienist will check the block(s) for the type of formal training you have completed. Review the checked blocks prior to signing this certification.

FORMAL TRAINING:

\_\_\_\_\_ a. For Competent Persons and Supervisors: I have completed EPA's Model Accreditation Program (MAP) training course, "Contractor/Supervisor", that meets this State's requirements.

b. For Workers:

\_\_\_\_\_ (1) For OSHA Class I work: I have completed EPA's MAP training course, "Worker", that meets this State's requirements.

\_\_\_\_\_ (2) For OSHA Class II work (where there will be abatement of more than one type of Class II materials, i.e., roofing, siding, floor tile, etc.): I have completed EPA's MAP training course, "Worker", that meets this State's requirements.

\_\_\_\_\_ (3) For OSHA Class II work (there will only be abatement of one type of Class II material):

\_\_\_\_\_ (a) I have completed an 8-hour training class on the elements of 29 CFR 1926, Section .1101(k)(9)(viii), in addition to the specific work practices and engineering controls of 29 CFR 1926, Section .1101(g) and hands-on training.

\_\_\_\_\_ (b) I have completed EPA's MAP training course, "Worker", that meets this State's requirements.

\_\_\_\_\_ (4) For OSHA Class III work: I have completed at least a 16-hour course consistent with EPA requirements for training of local education

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

agency maintenance and custodial staff at 40 CFR 763, Section .92(a)(2) and the elements of 29 CFR 1926, Section .1101(k)(9)(viii), in addition to the specific work practices and engineering controls at 29 CFR 1926, Section .1101, and hands-on training.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

\_\_\_\_\_ (5) For OSHA Class IV work: I have completed at least a 2-hr course consistent with EPA requirements for training of local education agency maintenance and custodial staff at 40 CFR 763, (a)(1), and the elements of 29 CFR 1926, Section .1101(k)(9)(viii), in addition to the specific work practices and engineering controls at 29 CFR 1926, Section .1101(g) and hands-on training.

\_\_\_\_\_ c. Workers, Supervisors and the Designated Competent Person: I have completed annual refresher training as required by EPA's MAP that meets this State's requirements.

PROJECT SPECIFIC TRAINING:

\_\_\_\_\_ I have been provided and have completed the project specific training required by this Contract. My employer's Designated Industrial Hygienist and Designated Competent Person conducted the training.

RESPIRATORY PROTECTION:

\_\_\_\_\_ I have been trained in accordance with the criteria in the Contractor's Respiratory Protection program. I have been trained in the dangers of handling and breathing asbestos dust and in the proper work procedures and use and limitations of the respirator(s) I will wear. I have been trained in and will abide by the facial hair and contact lens use policy of my employer.

RESPIRATOR FIT-TEST TRAINING:

\_\_\_\_\_ I have been trained in the proper selection, fit, use, care, cleaning, maintenance, and storage of the respirator(s) that I will wear. I have been fit-tested in accordance with the criteria in the Contractor's Respiratory Program and have received a satisfactory fit. I have been assigned my individual respirator. I have been taught how to properly perform positive and negative pressure fit-check upon donning negative pressure respirators each time.

MEDICAL EXAMINATION:

\_\_\_\_\_ I have had a medical examination within the last twelve months which was paid for by my employer. The examination included: health history, pulmonary function tests, and may have included an evaluation of a chest x-ray. A physician made a determination regarding my physical capacity to perform work tasks on the project while wearing personal protective equipment including a respirator. I was personally provided a copy and informed of the results of that examination. My employer's Industrial Hygienist evaluated the medical certification provided by the physician and checked the appropriate blank below. The physician determined that there:

\_\_\_\_\_ were no limitations to performing the required work tasks.

\_\_\_\_\_ were identified physical limitations to performing the required work tasks.

Date of the medical examination \_\_\_\_\_

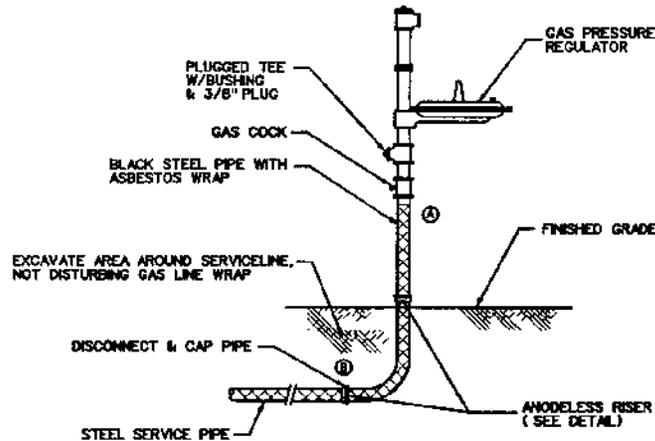
Employee Signature \_\_\_\_\_ date \_\_\_\_\_

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

Contractor's Industrial

Hygienist Signature \_\_\_\_\_ date \_\_\_\_\_

-- End of Section --



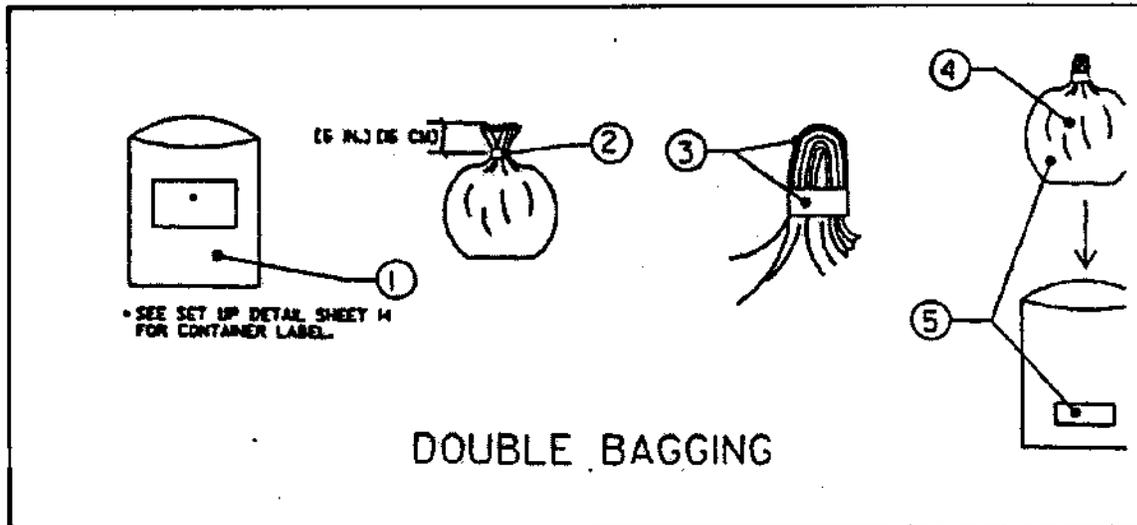
TYPICAL EXISTING GAS SERVICE LINE HOOK-UP  
N.T.S.

NOTE:

HAND EXCAVATE AROUND THE SECTION OF PIPE WITH ASBESTOS PIPE WRAP (SHOWN AS ) FROM (A) DOWN TO POINT (B). CAREFULLY WRAP EXPOSED SECTION OF PIPE WITH PLASTIC. REMOVE ASBESTOS PIPE WRAP FROM THE FITTING AT POINT (B) PER SPECIFICATION 13280. REMOVE AND DISPOSE OF ENTIRE SECTION OF PIPE WITH ASBESTOS PIPE WRAP PER SPECIFICATION 13280. BACKFILL HOLE PER SPECIFICATION 02346.

### Removal of pipe wrap (using glove bag)

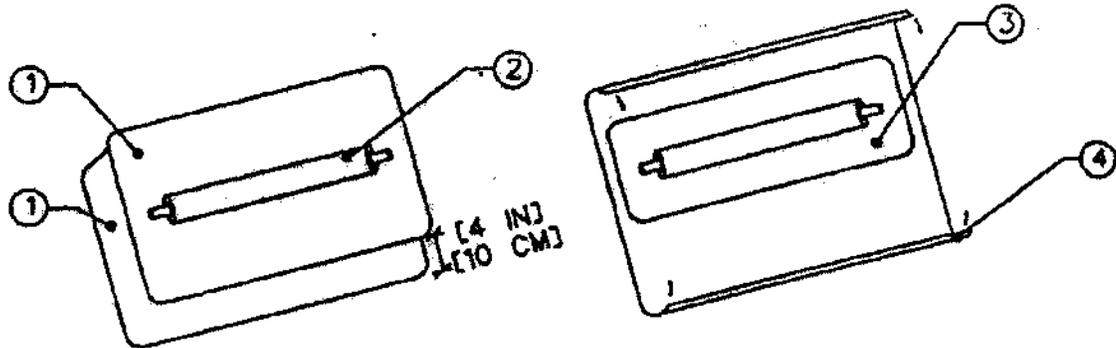
1. Install glove bag as specified on sheet 10. Adequately wet mist pipe wrap surface with amended water, initially and during removal.
2. Remove asbestos pipe wrap from point where pipe is to be disconnected, disconnect pipe, and place in glove bag.
3. Clean exposed surfaces by spraying with amended water and brushing.
4. Inspect and reclean as necessary.
5. Spray a tinted penetrating encapsulant on pipe and exposed ends of wrap.
6. Inspect piping and reapply encapsulant as necessary.
7. Prepare area for final air clearance, if required.
8. Carry out final clearance requirements specified on sheet 10.



## DOUBLE BAGGING

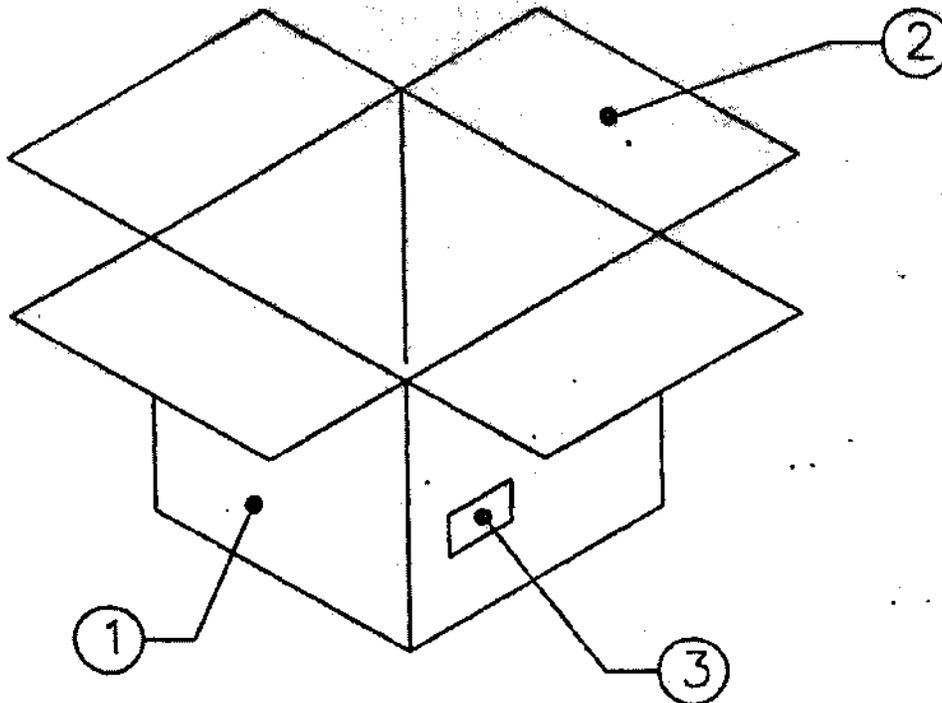
### Containers-double bagging

1. Place the still-wet asbestos-containing and asbestos-contaminated material into a prelabeled 6-mil polyethylene bag. Do not overfill. Do not use bag for asbestos-containing or asbestos-contaminated material that could puncture the bag.
2. Evacuate with the HEPA vacuum, and seal collapsed bag by twisting top [6 in] [15 cm] closed and wrapping with a minimum of two layers of duct tape.
3. Twist top and fold over. Apply second wrap of duct tape.
4. Adequately wet clean outside of disposal bag by wet wiping, and take bag to the equipment and staging area.
5. Place bag inside a second prelabeled 6-mil polyethylene bag.
6. Seal outer bag by repeating steps 2 and 3 above. Take bag to load-out unit.



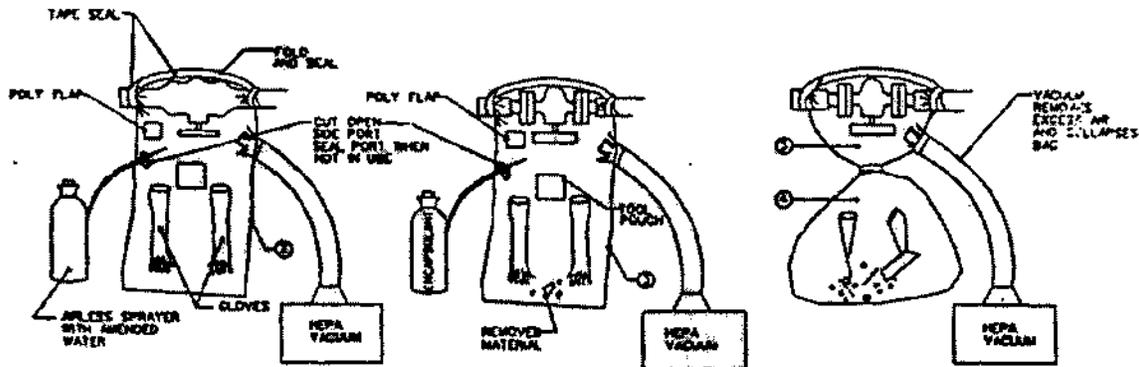
### Containers-leak-tight wrapping

1. Place two layers of 6-mil polyethylene sheet on surface so that the bottom layer is offset [4 in] [10cm] from the top layer.
2. Place the still-wet asbestos-containing or asbestos contaminated material that is too large (boiler, vessel, pipe segment, etc.) to be placed in disposal bags on the top layer of polyethylene.
3. Wrap the top layer tightly around the contaminated material. Seal all edges of the top layer of sheeting with duct tape. Apply labels; see sheet 14.
4. Repeat procedure with bottom layer, including labeling. Take to load-out unit.



### Containers-corrugated cardboard boxes

1. Place still-wet asbestos-containing or asbestos-contaminated material that could puncture disposal bags into heavy-duty corrugated cardboard boxes coated with plastic or wax that will retard deterioration from moisture.
2. Close flaps, and seal with duct tape.
3. Apply labels; see sheet 14. Place box into disposal bags; see sheet 9A\*. Take to load-out unit.

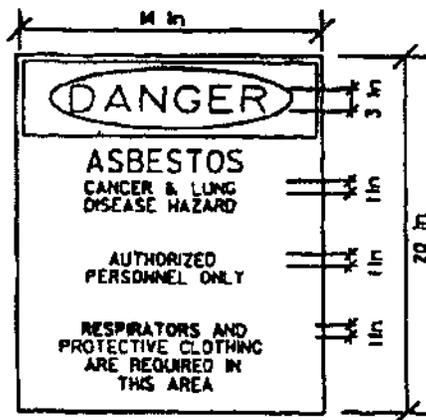


### Glove bag

1. Establish work area so that unauthorized entry is prevented: see sheet 11. The pipe wrap material adjacent to section being removed should be inspected for structural integrity, since glove bag removal procedure is not appropriate if it will cause asbestos fiber release from adjacent asbestos-containing material.
2. Put tools and rags inside glove bag. Pipe wrap adjacent to the asbestos-containing material being removed must be adequately wet cleaned and sprayed with an encapsulant before placing glove bag over the area to be removed. Install glove bag according to manufacturer's instructions. (NOTE: Negative-air glove bags may be used if first approved by Contracting Officer. Manufacturer procedures for negative-air glove bags will vary from procedures identified on this sheet) install HEPA filter vacuum cleaner with hose ducted into bag. Seal with duct tape. Smoke test for leaks. Soak pipe wrap with amended water.
3. Remove pipe wrap and clean exposed metal surfaces. Encapsulate exposed ends of insulation and metal surfaces. Adequately wet clean glove bag surfaces to below tool pouch.
4. Grasp tools in pouch and withdraw by pulling glove inside out. Twist glove above encased tools to create a constriction, and tape constricted area with duct tape. Cut through middle of taped area so that tools and glove bag will both remain sealed. Place encased tools into tool pouch of next glove bag or decontaminate by water immersion.
5. Evacuate glove bag, using HEPA vacuum. Twist bag to create a constriction below tool pouch. Wrap constricted area with duct tape. Cut bag [4 in] [10 cm] above constriction. Double bag cut off portion of bag: see sheet 9A. Apply labels: see sheet 14. Cap and seal end of HEPA vacuum hose in order to prevent incidental fiber release.
6. Remove remaining portion of glove bag. Place in approved container; see sheet 9A. Apply labels; see sheet 14. Dispose as asbestos-contaminated waste.
7. Abatement worker must wear two disposable suits. After completion of ACM removal, remove outer suit in work area and place in a clean plastic bag; see sheet 9A.
8. Outside of regulated area, wet wipe respirator and wash hands with clean water.

Remove respirator and place in a clean plastic bag. Proceed to remote shower unit where inner suit may be removed or put on another outer suit and proceed to next housing unit requiring gas line abatement and abandonment.

**Final clearance requirement.** For final clearance, Contractor and Contracting Officer will certify visual inspection of work area on sheet 19, *Certification of Final Cleaning and Visual Inspection*. Contract designee(s) will conduct final air-clearance monitoring as required by the contract.



AREA WARNING SIGNS AND WARNING TAPE

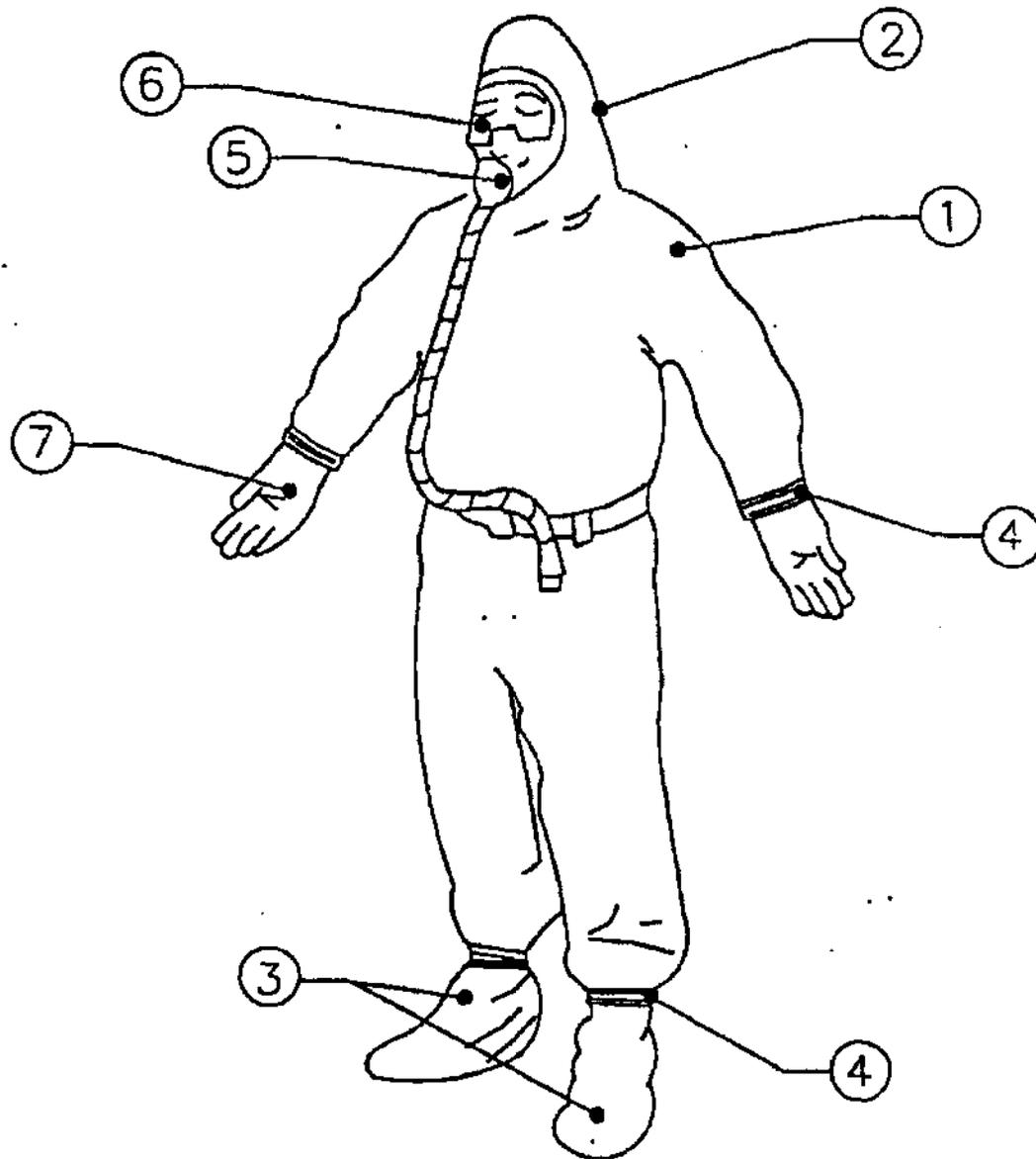
DETAIL

### Area warning signs and warning tape

1. Provide and install [4 mil] [0.10 mm] polyethylene warning tape at locations shown on the contract drawings.
2. Warning tape is to be attached to wood or metal posts at [10 ft] [300 cm] on center. Tape must be [3 ft] [100 cm] from ground.
3. Attach warning signs at each entrance of the work area.
4. Warning signs must be in English and other languages required by the contract.
5. Install at eye level.

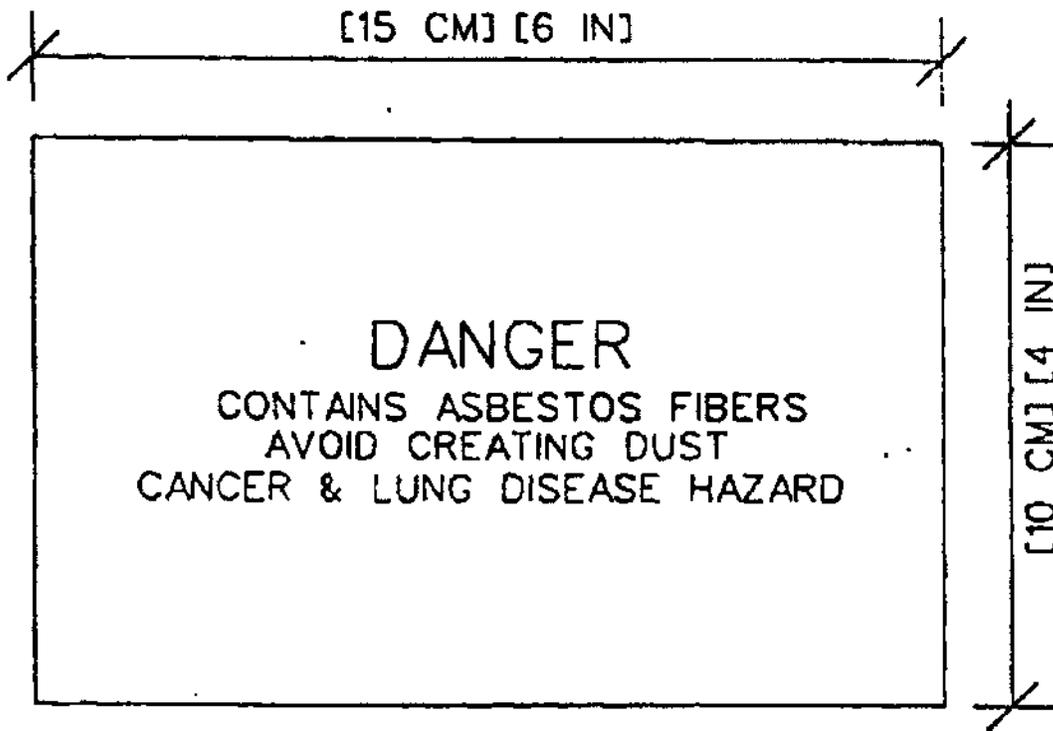
FIBER CONCENTRATION	MINIMUM REQUIRED RESPIRATOR	
NOT IN EXCESS OF 1 FIBER/CC	HALF-MASK AIR PURIFYING RESPIRATOR WITH HEPA FILTERS	
NOT IN EXCESS OF 5 FIBERS/CC	FULL FACEPIECE AIR-PURIFYING RESPIRATOR WITH HEPA FILTERS	HEPA FILTER 
NOT IN EXCESS OF 10 FIBERS/CC	LOOSE FITTING HELMET OR HOOD, POWERED AIR-PURIFYING RESPIRATOR WITH HEPA FILTERS	BATTERY-POWERED BLOWER WITH HEPA FILTER 
NOT IN EXCESS OF 10 FIBERS/CC	POWERED AIR-PURIFYING RESPIRATOR WITH FULL FACEPIECE AND HEPA FILTER	
NOT IN EXCESS OF 10 FIBERS/CC	LOOSE FITTING HELMET OR HOOD, SUPPLIED AIR RESPIRATOR OPERATED IN CONTINUOUS FLOW MODE WITH BACK-UP HEPA FILTER	
NOT IN EXCESS OF 10 FIBERS/CC	SUPPLIED AIR RESPIRATOR WITH FULL FACEPIECE OPERATED IN CONTINUOUS FLOW MODE WITH BACK-UP HEPA FILTER	AIR SUPPLY 
NOT IN EXCESS OF 100 FIBERS/CC	FULL FACEPIECE SUPPLIED AIR RESPIRATOR OPERATED IN PRESSURE-DEMAND MODE WITH BACK-UP HEPA FILTER	AIR SUPPLY 
GREATER THAN 100 FIBERS/CC OR UNKNOWN CONCENTRATION	FULL FACEPIECE SUPPLIED AIR RESPIRATOR OPERATED IN PRESSURE-DEMAND MODE WITH AUXILIARY POSITIVE-PRESSURE SELF-CONTAINED BREATHING APPARATUS	AUXILIARY POSITIVE-PRESSURE SELF-CONTAINED BREATHING APPARATUS 
		AIR SUPPLY 

Respiratory protection table



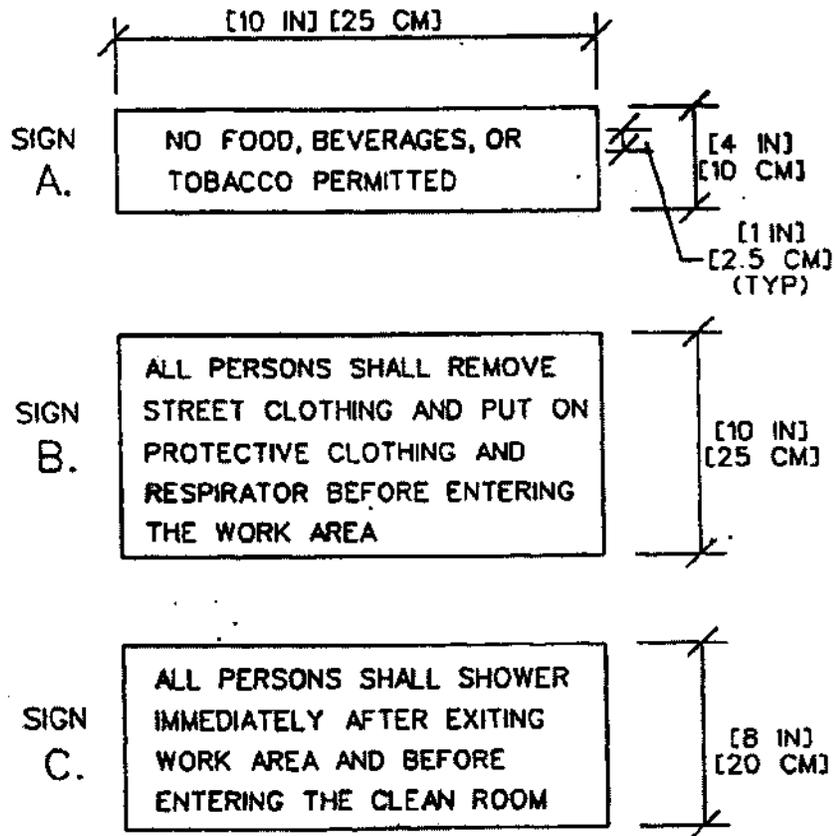
**Protective clothing**

1. Disposable or reusable full body suit with elastic around hood and shoe cover openings is required or as otherwise specified in the contract.
2. Hood shall be worn over respirator's head and neck straps.
3. Shoe covers shall be worn over work shoes.
4. Cuffs shall be taped with duct tape at wrists and ankles in order to prevent infiltration.
5. Cartridge-type air-purifying HEPA filter respirator is minimal requirement. Type shall be selected in accordance with sheet 12.
6. If eye protection is not integral with respirator, protection goggles are required.
7. Rubber work gloves are recommended to be worn alone or under outer work gloves provided for hand and operation safety.



**Disposal container label**

Attach warning labels to each disposal container removed from abatement area.



**Decontamination unit storage**

1. Provide signs in English and other languages required by the contract.
2. Install at eye level.

### Certification of Final Cleaning And Visual Inspection

Individual abatement task as identified in paragraph, Description of Work \_\_\_\_\_

In accordance with the cleaning and decontamination procedures specified in the Contractor's asbestos hazard abatement plan and this contract, the Contractor hereby certifies that he/she has thoroughly visually inspected the decontaminated regulated work area (all surfaces, including pipes, beams, ledges, walls, ceiling, floor, decontamination unit, etc.) in accordance with ASTM E1368, *Standard Practice for Visual Inspection of Asbestos Abatement Projects*, and has found no dust, debris, or asbestos-containing material residue.

By: (Contractor's signature) \_\_\_\_\_ Date \_\_\_\_\_

Print name and title \_\_\_\_\_

(Contractor's Onsite Supervisor signature) \_\_\_\_\_ Date \_\_\_\_\_

Print name and title \_\_\_\_\_

(Contractor's Industrial Hygienist signature) \_\_\_\_\_ Date \_\_\_\_\_

Print name and title \_\_\_\_\_

### Contracting Officer Acceptance or Rejection

The Contracting Officer hereby determines that the Contractor has performed final cleaning and visual inspection of the decontaminated regulated work area (all surfaces including pipes, beams, ledges, walls, ceiling, floor, decontamination unit, etc.) and by quality assurance inspection, finds the Contractor's final cleaning to be:

- Acceptable
- Unacceptable, Contractor instructed to reclean the regulated work area.

By: Contracting Officer's Representative

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name and title \_\_\_\_\_