

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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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	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>	<i>(Signature of Contracting Officer)</i>

Item 14. Continued.

VOLUME 1 – PROPOSAL REQUIREMENTS, CONTRACT CLAUSES AND DIVISION 1

1. Bidding Schedule - Replace the Bidding Schedule, pages 00010-3 through 00010-5, with the accompanying new Bidding Schedule, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-01-R-0001."
2. 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. DACA63-01-R-0001:"

SECTION 00100 LOCAL INSTRUCTION
SECTION 00700 CONTRACT CLAUSES
SECTION 00800 SPECIAL CONTRACT REQUIREMENTS (SCR)
SECTION 01000 CONSTRUCTION SCHEDULE
SECTION 01016 DESIGN DOCUMENT REQUIREMENTS
SECTION 01451 CONTRACTOR QUALITY CONTROL
SECTION 01770 CONTRACT CLOSEOUT

VOLUME 2 – PROGRAM AND PERFORMANCE REQUIREMENTS

3. New Sections - Add the following accompanying new section, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-01-R-0001:"

SECTION 00830 DESIGN AND CONSTRUCTION PROCEDURES

END OF AMENDMENT

ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-01-R-0001
Design-Build Dining Facility (Title)
Fort Sam Houston, Texas (Location)

Solicitation No. DACA63-01-R-0001

PRICE PROPOSAL SCHEDULE
 (To be attached to SF 1442)

Item No.	Description	Quantity	Unit	Unit Cost	Amount
BASE BID: All work required by the Contract documents for the design and construction of the Dining Facility <u>excluding</u> Options.					
0001	All work to design <u>(including design required for all options) Am#1</u> the Dining Facility, Complete, and construct the Building, including utilities to the 5 foot line, exclusive of all work listed separately				
		Job	Sum	***	\$ _____
0002	Construct all Exterior Work outside the building's 5 foot line (Including utilities to the San Antonio City Public Services (CPS) tie-in, earthwork, paving sidewalk, curb and gutter, turfing, landscaping and all other work not listed separately)				
		Job	Sum	***	\$ _____
0003	Cost for the design and construction of the gas line, from the city main up to and including the building meter, to be done by San Antonio City Public Services (CPS)				
		Job	Sum	***	\$ <u>10,000</u>
TOTAL BASE BID					\$ _____
OPTIONS:					
0004	<u>Option No. 1:</u> Abatement and Demolition of the existing dining facility, Building 2789.				
		TOTAL OPTION NO. 1		\$	_____
0005	<u>Option No. 2:</u> Furniture and Décor Package.				
		TOTAL OPTION NO. 2		\$	_____
0006	<u>Option No. 3:</u> Mobile and Portable Equipment.				
		TOTAL OPTION NO. 3		\$	_____
TOTAL BASE BID PLUS OPTIONS 1, 2 & 3					\$ _____

PRICE PROPOSAL SCHEDULE (cont)

Am#1 PROJECT COMPLETION TIME:

0007 Completion Time for all Work except Option No. 1 (not to exceed the maximum time stated in Section 01000 DESIGN AND CONSTRUCTION SCHEDULE)

PROJECT COMPLETION TIME: _____ Calendar Days

NOTES:

1. ARITHMETIC DISCREPANCIES (EFARS 14.407-2)

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

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected; and
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

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

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

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

3. Bidders must bid on all items.

4. Costs attributable to Division 01 - General Requirements are assumed to be prorated among bid items listed.

PRICE PROPOSAL SCHEDULE (cont)

NOTES (Cont)

5. Responders are advised that this requirement may be delayed, cancelled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

6. For the purpose of this solicitation, the word "item" shall be considered to mean "schedule" as used in Provision 52.215-16 III, CONTRACT AWARD, in Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDER, excluding additives, deductives, or optional items.

7. The Army will procure this facility through a design and cost competition in accordance with the provisions set forth in this Request for Proposals (RFP). When a contract is awarded, it will be a "Firm Fixed Price Contract."

8. The Congress, in authorizing and funding this contract, has established certain cost limitations for the project. The current authorization for the complete design and construction of this project (Base Bid plus Option No. 1 only) (Am#1) is \$5,400,000. Proposals that exceed this funding limit after exercising Option No. 1 (Am#1) may be rejected. Submission of desirable alternative features exceeding minimum requirements may be considered as long as award can be made within the established funds. Option Nos. 2 and 3 are funded with different funds than the design and construction (Base Bid and Option No. 1) and are not included in the above authorized amount. (Am#1)

9. Any proposal which is materially unbalanced as to prices for the Base Schedule may be rejected. An unbalanced proposal is one which is based on prices significantly less than the cost for some work and prices which are significantly overstated for other work and can also exist where only overpricing or underpricing exists.

10. BID ITEM 0003

The Contractor shall be responsible for reimbursing the San Antonio City Public Services (CPS) for their costs in constructing the city services tie-in. This figure will be adjusted up or down to match the actual costs prior to Government payment of this bid item.

11. EVALUATION OF OPTIONS (JUL 1990) (FAR 52.217-5)

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).

12. The Government reserves the right to exercise the option(s) either singularly or in any combination for up to 180 calendar days after award of the Base Bid without an increase in the Offeror's Bid Price.

END OF BIDDING SCHEDULE

LOCAL INSTRUCTION

PROJECT INFORMATION

- a. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone, 817/978-4971.
- b. For information regarding proposal procedures or bonds, contact Contracting Division, 817/978-2132, or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.
- c. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

GENERAL NOTICES

- a. In the technical specifications wherever the term "stabilized aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."
- b. Offerors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in Offers is prescribed in 18 USC 1001. (FAR 52.214-4)
- c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

FACSIMILE BIDS

The fax number listed in the provision 52.214-31, Facsimile Bids, is available for use by all bidders and offerors on a "first come, first served" basis and is, therefore, subject to heavy use for long periods of time. Accordingly, bidders are cautioned that "last minute" bids may be received late due to heavy message traffic. The government assumes no responsibility for such late bids.

BID GUARANTEE

Reference the provision 52.228-1, Bid Guarantee. Facsimile Bonds are not acceptable.

OFFEROR'S QUALIFICATIONS

Pursuant to FAR 9.1, before an offer is considered for award, the offeror will be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

NOTICE REGARDING POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

Amend #0001 SMALL BUSINESS SUBCONTRACTING PLAN

- a. This notice applies to Large Businesses only.
- b. Reference FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN. The bidder/offeror shall take into consideration only those subcontracts that he/she will award when preparing the subcontracting plan required by the FAR.
- c. The Contracting Officer will NOT make award under this solicitation without an APPROVED subcontracting plan.
- d. To be approved, the plan must contain at a minimum, the eleven elements set forth in FAR 52.219-9, paragraph (d). Pursuant to AFARS 19.705-4(d), your plan will be reviewed and scored in accordance with AFARS Appendix CC to ensure it clearly represents your firm's ability to carry out the terms and conditions set forth in the contract clauses. AFARS Appendix CC may be accessed via the Internet at <http://acqnet.sarda.army.mil/library/afar/afartoc.htm>
- e. Subcontracting Plan Floors. These are the minimum percentages of subcontracted dollars that will be approved. The current floors for Fiscal Year 2001 are as follows:

Small Business	61.4%
Small Disadvantages Business	9.1%
Veterans-Owned Small Business	3.0%
Women-Owned Small Business	5.0%
Historically Black Colleges/Universities and Minority Institutions	2.0%
HUBZone Small Business	.5%

- f. Current copies of Standard Form 294 and 295 can be found at <http://www.gsa.gov/forms/far/number.htm>

AMENDMENTS TO THIS REQUEST FOR PROPOSALS (RFP)

All amendments to this RFP will be made through the use of the Internet. No additional media (CD ROMS, Floppy Disks, Faxes, or paper) will be provided unless the Government determines that it is necessary. Contractors may view/download this solicitation and all amendments from the Internet after solicitation issuance at the following Internet address: <http://ebs.swf.usace.army.mil>. All offerors are required to check the Ft. Worth District Contracting Division website daily to be notified of any changes to this solicitation.

ESTIMATED CONSTRUCTION COST

The estimated cost of the proposed construction is between \$5,000,000 and \$10,000,000.

SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES

The Security interest, including pledged assets as set forth in the FAR 52.228-11, PLEDGES OF ASSETS, and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. Failure to provide with the bid bond a pledge of assets (security interest) in accordance with FAR 28.203-1 will result in rejection of a bid which is bonded by individual sureties.

PARTNERING

In order to accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an

effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

PERFORMANCE OF WORK BY CONTRACTOR

The successful bidder/offeror must furnish the Contracting Officer within 20 days after award the following a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

SUBMISSION OF BIDS VIA EXPRESS MAIL

a. Your attention is directed to Federal Acquisition Regulation (FAR) 52.214-5 SUBMISSION OF BIDS, which requires that bids be addressed to the office specified in the solicitation, and show the time specified for receipt, the solicitation number, and the name and address of the bidder.

b. When using express mail services (i.e. Federal Express, Air Borne, Emery, etc.) other than the United States Postal Services Overnight Express, you must include the room number in the address, which requires delivery directly to a specific room. Failure to include the room number can cause delays, and could result in your bid being rejected as late.

FAR PROVISIONS

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

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

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

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

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

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

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 provision)

52.0211-0002 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

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

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

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

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (Feb 2000)

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

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

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

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

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

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

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

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.0215-0012 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

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

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

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

(End of clause)

52.0215-0015 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

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

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413- 50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

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

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

(End of clause)

52.0215-0018 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

52.0236-0028 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

52.0214-0034 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

(End of provision)

52.0214-0035 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

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

(End of provision)

52.0215-0005 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 817/978-3166.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.0215-0016 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.0215-0020 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

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

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

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

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

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

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:
(End of Provision)

52.0216-0001 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(End of provision)

52.0233-0002 SERVICE OF PROTEST (AUG 1996)

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

U.S. ARMY ENGINEER DISTRICT, FT. WORTH
ATTN: CESWF-CT-C
819 TAYLOR STREET
PO BOX 17300

FORT WORTH, TX 76102

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

(End of provision)

52.0236-0027 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) An organized site visit has been scheduled for--

December 14, 2000, 9:00am, in Building 4196, Room A22 (Scheduling Room), at Fort Sam Houston. A site visit to the new dining facility site will immediately follow the conference. The existing dining hall (to be demo'd as an option under this contract) will be available for a site visit **from 1:30-2:30pm**

Name : FORT SAM HOUSTON RESIDENT OFFICE REPRESENTATIVE
Address: FORT SAM HOUSTON RESIDENT OFFICE
2202 15TH STREET, BLDG. 4196
FORT SAM HOUSTON, TX 78234-5007
Telephone: (210) 225-3475

(End of Provision)

52.0236-7008 CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
- (2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

(End of provision)

End of Section 00100

**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) "Non-developmental 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.

(End of Clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

52.203-7 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, and business association of any kind, trust, joint-stock company, or individual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

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

(a) Definitions.

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

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

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Suspension or debarment;

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

(3) Termination of the contract for default.

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

(1) The person involved;

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

(3) The reasons for the requested waiver; and

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

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

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

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

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.

(End of clause)

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

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

(End of clause)

252.205-7000 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.

(End of clause)

Amend #0001 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time stated in **Section 01000, Construction Schedule**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of the sum for each day of delay as set forth in Section 01000 CONSTRUCTION SCHEDULE for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

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

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

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

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

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

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

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

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

(1) The actual subcontract; or

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

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

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

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(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)

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

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

(c) *Definitions.* As used in this contract--

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-

owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

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

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

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

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

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

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION. (SEP 2000)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis -Bacon Act. (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

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

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the

wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

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

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

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

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

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

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

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

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

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis -Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis -Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The

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

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

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis -Bacon

and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

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

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

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

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

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

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

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

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

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

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

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures

authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the

Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in

the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

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

(End of clause)

52.222-29 NOTIFICATION OF VISA DENIAL (FEB 1999)

It is a violation of Executive Order 11246, as amended, for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where the work is to be performed or for whom the work will be performed (41 CFR 60-1.10). The Contractor agrees to notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 7325, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country in which the Contractor is required to perform this contract, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)

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
1997)

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN

(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.

(End of clause)

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 determine 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 2000)

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

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

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

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

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

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

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

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

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

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

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

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

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

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

(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)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (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 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.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

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.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

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) Construction materials. (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. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions 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)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) 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)(4)(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...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

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

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

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

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

(End of clause)

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.

(End of clause)

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.)

(End of clause)

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

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

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

(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.

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.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000, whichever is less.-

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

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

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

(End of clause)

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing

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

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

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

52.228-14 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)

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

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

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

(1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

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

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than \$1 million;

(B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(C) \$2.5 million if the contract price is more than \$5 million.

(ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

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

(c) 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) 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.

(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.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

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

(1) The date fixed under this contract.

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

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

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

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

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter

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

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

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (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 [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

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

corresponding contract terms or as directed by the Contracting Officer.

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

(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.

(End of clause)

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.

(End of clause)

Amend #0001 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twelve (12)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

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

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

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

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

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

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

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding

to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not

relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on

which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It

includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

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.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This

notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

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.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph

(i) of this section.

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

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

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

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

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

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

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

(End of clause)

**Amend #0001 52.246-0021 WARRANTY OF CONSTRUCTION WORK
THIS CLAUSE HAS BEEN DELETED**

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(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. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(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) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. 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.

(c) 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.

(d) 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.

(e) 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		_____

(f) 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.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.
(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.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

52.249-5000 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 Clause)

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS (SCR)

Due to the recent conversion from the Standard Army Automated Contracting System (SAACONS) to the new Department of Defense's Standard Procurement System, Procurement Desktop Defense (PD²), the following clauses and other specific contract requirements you may have been accustomed to seeing in Section 0800, Special Contract Requirements, have been moved. The following chart represents those changes.

CLAUSES & OTHER REQUIREMENTS PREVIOUSLY LOCATION IN SECTION 00800		NEW LOCATION
FAR Clauses		
Commencement, Prosecution And Completion Of Work (Apr 1984)	52.211-10	Section 00700
Time Extensions (Apr 1984)	52.211-13	Section 00700
Variation In Estimated Quantity (Apr 1984)	52.211-18	Section 00700
Limitations On Subcontracting (Jan 1991)	52.219-14	Section 00700
Availability Of Funds (Apr 1984)	52.232-18	Section 00700
Availability And Use Of Utility Services (Apr 1984)	52.236-14	Section 00700
Quantity Surveys (Apr 1984)	52.236-16, Alternate I	Section 00700
DFARS Clauses		
Payment For Mobilization And Preparatory Work (Dec 1991)	252.236-7003	Section 00700
Payment For Mobilization And Demobilization (Dec 1991)	252.236-7004	Section 00700
Airfield Safety Precautions (Dec 1991)	252.236-7005	Section 00700
EFARS Clauses		
Equipment ownership and operating expense schedule	52.231-5000	Section 00700
Payment for materials delivered off-site	52.232-5000	Section 00700
Basis for Settlement of Proposals	52.249-5000	Section 00700
Other Specific Contract Requirements		
Time Extensions For Unusually Severe Weather (Oct 1989)		Section 01000
Payment For Utility Services (FAR 36.303(C)(6))		Section 01000
Superintendence Of Subcontractors		Section 01000
Coordination Of Construction With Cemetery Representatives		Section 01000
Damage To Work Alternate A/Alternate B		Section 01000

The clauses represented here may not be included in a particular solicitation, depending on the requirements. This list only represents changes made to the overall policy of clause location.

Amend #0001 52.0246-0021 M001 WARRANTY OF CONSTRUCTION WORK

(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 workmanship performed by the Contractor of 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 the damage is the result of --

- (1) The contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, or workmanship.

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

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

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall --

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce 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 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)

PHYSICAL DATA (APR 1984) (FAR 52.236-4)

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

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys [and borings].

b. Ground water levels

It has been observed that ground water levels in heavily timbered or grassed areas quite often undergo a significant temporary rise when the area is cleared and/or stripped. This increase in water level can hinder traffic and construction progress in the affected areas. The duration of the ground water rise varies considerably, depending on prevailing weather and/or climatic conditions. Ref: Yearbook of Agriculture, 1957, copy available for inspection in Fort Worth District Office.

REQUIRED INSURANCE

Pursuant to FAR 28.307-2, the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- a. Workers' compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.

- b. Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required.
- c. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Contract Clause entitled Insurance--Work on a Government Installation)

HAZARDOUS MATERIALS ABATEMENT INSURANCE

- a. If hazardous materials (e.g. asbestos, lead-based paint, polychlorinated biphenyl (pcb) compounds) abatement/removal or any other work with hazardous materials is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the hazardous materials abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.
- b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the hazardous materials abatement work is performed by the prime Contractor's own work force, or by an hazardous materials abatement subcontractor(s), if the hazardous materials abatement work is subcontracted. The Contractor shall insert in the subcontract a requirement for the hazardous materials abatement subcontractor(s) to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

- a. The Government will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. It is the Contractor's responsibility to reproduce a set of contract drawings from this compact disk. The Government will not give the contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.
- b. The Contractor shall--
 - 1. Check all drawings furnished immediately upon receipt;
 - 2. Compare all drawings and verify the figures before laying out the work;
 - 3. Promptly notify the Contracting Officer of any discrepancies; and
 - 4. Be responsible for any errors that might have been avoided by complying with this paragraph (b).
- c. Large-scale drawings shall, in general, govern small-scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.
- d. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- e. The work shall conform to the specifications and the contract drawings identified as: Design-Build Dining Facility, Fort Sam Houston, Texas. The list of drawings and maps set out in the index on the drawings is hereby incorporated by reference into these specifications. Schedules included in the drawings are for the purpose of defining requirements other than quantities.

SALVAGE MATERIALS AND EQUIPMENT

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the Contractor shall:

- a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order that may be affected by the Y2K compliance requirement.
- b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

REQUIRED INVENTORY OF INFORMATION TECHNOLOGY

In accordance with SCR-6, "Year 2000 Compliance", the inventory of all information technology, including embedded systems (i.e., microprocessor-based equipment) furnished under this contract which may be affected by the Year 2000 compliance requirement shall contain the following information:

- a. Contract number, project title, name of contractor
- b. Equipment name/label
- c. Indication on whether the information technology is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance
- d. Manufacturer's model/serial number and date manufactured
- e. Specific location of equipment, i.e., building/room number
- f. If equipment is a controller only, indicate what other equipment is controlled by this controller
- g. Interoperability: identify any other equipment that is sending/receiving information to monitor or control said equipment
- h. If a PC, including laptop, is required to program, update data, etc., of said equipment, provide PC specifications, operating software name and version number
- i. Method used to determine Y2K compliance, i.e., field test, manufacturer's Statement of Compliance, etc.

See Appendix A at Section 00800 for a list of examples of embedded systems.

CORRESPONDENCE IDENTIFICATION

- a. The Contractor shall use a serial numbering system on all formal correspondence sent to the Contracting Officer or his representative. The Contractor will provide one original and two duplicate copies of all correspondence.
- b. The Contractor may use a Request for Information (RFI) system for drawing/specification clarifications, subject to the following conditions:
 1. The Contractor shall use a sequential numbering system for all RFI's separate and apart from the correspondence numbering system.
 2. The Contractor shall provide one original and two copies of all RFI's.

3. The Contractor shall designate ONE individual responsible person, subject to approval by the Contracting Officer, for reviewing and issuing RFI's.
4. For projects requiring Network Analysis Systems (NAS), all RFI's shall identify the NAS activities directly or indirectly affected by the RFI on the progress schedule. The Contractor should anticipate a minimum of 10 calendar days for Government review and response.
5. No requests for deviations or variations from the contract by RFI will be allowed. Deviations/variations are to be submitted on ENG Form 4025 as described in Section 01330 Submittal Procedures.
6. The use of RFI's does not relieve the Contractor of the responsibility for reviewing the contract documents and coordinating the work to be performed. If the Contracting Officer determines that the RFI system is being used for other than its intended purpose, the Contracting Officer has the authority to discontinue the use of the RFI's for the remainder of the contract.

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of EFARS 52.231-5000, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. Interested parties may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major credit cards are accepted. An electronic copy of this publication may be found the US Army Corps of Engineers Publication web site at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>

DESIGN BUILD SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish the Contracting Officer within 10 days after the award the items of work he will perform with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in the clause entitled, "Performance of Work by the Contractor."

DESIGN BUILD PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the contractor, the Government may protect such property and the cost thereof may be charged to the contractor or deducted from any payment due him.

DESIGN BUILD KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

DESIGN-BUILD CONTRACT -ORDER OF PRECEDENCE

- a. The Contract includes the standard contract clauses and schedules current at the time of contract award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments, and (2) the successful offeror's accepted proposal, and (3) the Government-accepted Contractor's final (100%) design drawings and specifications. The Contract constitutes and defines the entire agreement between the

Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

- b. In the event of conflict or inconsistency between any of the provisions of this Contract, precedence shall be given in the following order:
 1. Contractor-identified, Government-accepted deviations, including betterments, to the Solicitation (i.e. "Request for Proposals").
 2. The Solicitation, including all amendments (See also Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION).
 3. All other provisions of the accepted proposal.
 4. Government-accepted final (100%) design drawings and specifications.
 5. Any design products including, but not limited to, drawings, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. Design products shall conform with all provisions of the Contract.
 6. Failure of any of the reviews to identify a proposed level of quality of systems, equipment, or materials that does not meet the minimum criteria of the Request For Proposal documents does not relieve the Contractor of these requirements. If the accepted Final (100%) Design submittal documents specify a level of quality of systems or materials that exceed any that are specified in the Request For Proposal documents (i.e. betterments), then these new levels shall become the new minimum level of quality requirements. The new minimum requirements shall not be lowered or changed without written Government approval.

DESIGN-BUILD PROPOSED BETTERMENTS

- a. The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal or the Government-accepted Contractor's Final (100%) design submittal documents become a requirement of the awarded contract, unless specifically excluded.
- b. "Betterment" is defined as any material, equipment, component, assembly, or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, all Government identified betterments, and those included on any of the Government-accepted Contractor's Final (100%) design submittal documents.
- c. "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

GOVERNMENT RIGHTS (UNLIMITED)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in a copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights or to establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in the contract, the Contractor shall have the right to retain copies of all works beyond such period.

RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

- a. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services.
- b. Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services described in paragraph (a) furnished under this contract.
- c. The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

REQUIREMENTS FOR REGISTRATION OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

DESIGN BUILD RECOMMENDED INSURANCE COVERAGE

The Design-Build Contractor's attention is invited to the Special Contract Requirements clauses entitled "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnish by his inhouse or consultant forces, and requires that the Design/Build Contractor correct and revise any errors or deficiencies in the work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor shall correct and change any work resulting from defective design at no additional cost to the Government. The requirements further stipulate that the Design/Build Contractor shall be liable to the Government for damages to the Government caused by negligent performance of his/her designers. Though not a mandatory requirement, this is to recommend that the Design/Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

CONTRACTOR'S FINAL (100%) DESIGN DOCUMENTS

- a. The drawings and specifications referred to in the third sentence of Contract Clause 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, subparagraph (a), are those drawings and specifications furnished with the Solicitation; this reference does not apply to the accepted Contractor's final (100%) design documents.
- b. In addition to Contract Clause 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, subparagraph (a)'s requirement for keeping the Solicitation's drawings and specifications at the work site, the Contractor shall also keep on the work site a copy of the accepted Contractor's Final (100%) Design Documents (drawings and specifications, including schedules and color boards) and a complete set of the Contract Documents. The Contractor shall at all times give the Contracting Officer access to these documents as well.

APPROVAL OF MACHINERY AND EQUIPMENT

Reference to Contracting Officer's approval of "machinery and mechanical and other equipment to be incorporated into the work" in Contract Clause 52.236-5 MATERIAL AND WORKMANSHIP, paragraph (b), applies only to machinery and equipment specified in the Solicitation documents.

LIMITATION OF PAYMENT FOR DESIGN

If it should be necessary to terminate this contract, for any reason, prior to completion, the Government will pay the Contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable under 10 USC 4540 regardless of the actual costs the Contractor may be able to substantiate.

Amend #0001 VALUE ENGINEERING AFTER AWARD

- (a) In reference to Contract Clause 52.248-3, "Value Engineering – Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.**
- (b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.**
- (c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.**
- (d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.**

SECTION 01000

DESIGN AND CONSTRUCTION SCHEDULE
 05/1998
 AMENDMENT NO. 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 Am#1; COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK and LIQUIDATED DAMAGES:

Item of Work	Commencement of Work (calendar days)	Completion of Work (calendar days)	Liquidated Damages per calendar day
(1) Completion of all design and construction work for the Facility except Work Items 2 and 3	Within 10 calendar days after receipt of Contract Notice of Proceed ¹	600 ¹	\$550.00 ¹
(2) Establishment of Turf	**	**	---
(3) Landscaping	***	***	---
(4) OPTION 0001 Abatement of Hazardous Materials and Demolition of the Existing Dining Facility (Building 2789)	See paragraph CONSTRUCTION PHASING	120	\$ 95.00

¹NOTES:

a. The contract duration stated above for Work Item 1 is the maximum duration until Contract Award. Upon Contract Award, the Contractor's proposed duration as stated on the Bidding Schedule shall become the contract duration for this Work Item. The liquidated damages stated above will be applied for each calendar day the Contractor exceeds this new contract duration schedule."

b. See Section 01015 DESIGN REQUIREMENTS AFTER AWARD, paragraph "SUBMISSION OF CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND DESIGN ANALYSES," concerning submission of construction documents and Section 01000 paragraph, "SEQUENCE OF DESIGN/CONSTRUCTION," concerning start of construction.

c. For construction planning purposes Government review time for review submittals are specified in 01015 DESIGN REQUIREMENTS AFTER AWARD.

d. See Section 01015 DESIGN REQUIREMENTS AFTER AWARD, paragraph "Insufficient Design Submittals and Delays," concerning delays in completion of design.

e. If the option is awarded, liquidated damages will not be a cumulative.

**Establishment of Turf

Planting and maintenance for turfing shall be in accordance with Contractor's Section for TURFING. 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.

***Landscaping

Planting and maintenance for landscaping shall be in accordance with Contractor's Section for LANDSCAPING. No payment will be made for landscaping until all requirements of the section are adequately performed and accepted, as determined by the Contracting Officer.

1.1.1 Testing of Heating and Air-Conditioning Systems

The times stated for completion of this project includes all required testing specified in appropriate specification sections of heating, air conditioning and ventilation systems including HVAC Commissioning. Exception: boiler combustion efficiency test, boiler full load tests, cooling tower performance tests, and refrigeration equipment full load tests, when specified in the applicable specifications, shall be preformed in the appropriate heating/cooling season 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

SAN ANTONIO, TX AREA (FORT SAM HOUSTON, KELLY, LACKLAND,
BROOKS, AND RANDOLPH AFB'S AND RESERVE CTRS AT SAN ANTONIO)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4	3	3	2	4	4	1	1	3	2	2	3

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 CONSTRUCTION PHASING

Demolition of the existing Dining Facility shall commence not earlier than 60 days after substantial completion of the new dining facility and upon

receipt of a letter from the Contracting Officer directing initiation of demolition work.

1.4 UTILITIES

1.4.1 Payment for Utility Services

In accordance with Contract Clause 52.236.14 AVAILABILITY AND USE OF UTILITY SERVICES, water and andelectricity are available from Government-owned and operated systems and will be furnished without charge to the Contractor. Gas is available from City of San Antonio owned and operated systems; arrangements for use and payment shall be made with the City. See paragraph "Coordination."

1.4.2 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.

1.4.3 Coordination

- a. The Contractor shall coordinate with San Antonio City Public Services (CPS) on the design and construction of gas lines to the building. CPS will provide gas service up to and including the meter. Contractor is responsible for design and construction within the building up to the meter. All fees and costs for the CPS work will be paid by the Contractor.
- b. The Contractor shall coordinate with San Antonio Water and Sewer (SAWS) for connecting the irrigation system into the San Antonio reuse water distribution system ("purple pipe"). Use of the reuse water distribution system is required for all irrigation systems. All fees and costs associated with connecting into the system will be paid by the Contractor.

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. One lane traffic shall be maintained at all times; at least two flag men will be on duty to assist traffic in the open lane, when other lanes are closed due to the Contractor's operations. Flag men will meet the requirements of Item 7.7 of the Texas State Department of Highways and Public Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 1982 Ed.

d. 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.

1.6 SEQUENCE OF DESIGN/CONSTRUCTION

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, with the exception of clearing, site work, utilities, and foundations after acceptance of the 50% design submittal., until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SECTION 01016

DESIGN DOCUMENT REQUIREMENTS
AMENDMENT NO. 0001

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.

US ARMY CORPS OF ENGINEERS, SOUTHWESTERN DIVISION (SWD)

SWD-AEIM Architectural and Engineering Instructions
Manual (SWD-AEIM)

1.2 SUBMITTALS

SD-01 Data

Design Data Attachments; FIO.

Submit the Design Data Attachments A, B, and C at the end of this Section with the 50 percent and 100 percent design submittals.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 DRAWINGS

Prepare, organize, and present drawings in the format specified. Provide drawings complete, accurate and explicit enough to show compliance with the RFP requirements and to permit construction. Drawings illustrating systems proposed to meet the requirements of the RFP performance specifications shall reflect proper detailing for each such system to assure appropriate use, proper fit, compatibility of components and coordination with the design analysis and specifications required by this section. Coordinate drawings to ensure there are no conflicts between design disciplines and between drawings and specifications. For specific drawing requirements, see paragraphs: 50 PERCENT DESIGN REQUIREMENTS and 100 PERCENT DESIGN REQUIREMENTS. The following subparagraphs cover general drawing requirements.

3.1.1 CADD Drawings

The Contractor shall ensure that all delivered CADD digital files and data (e.g., base files, reference files, cell/block libraries) are compatible with the Government's target CADD system and operating system, which is Bentley Systems MicroStation, version 5 or SE, running on Microsoft Windows

95/NT, and adhere to the standards and requirements specified. The term "compatible" means that data is in native digital format i.e., .dgn, and can be accessed directly by the target CADD system without translation, preprocessing, or postprocessing of the digital data files. It is the responsibility of the Contractor to ensure this level of compatibility.

3.1.2 CADD Standards

CADD drawings shall be prepared in accordance with the applicable general and discipline-specific provisions for drawing formats, level/layer assignments, line colors, line weights, and line types of the "Tri-Service A/E/C Standards" and the "SWD Architectural and Engineering Instruction Manual (AEIM), Chapter VIII, "Drafting Standards."

The CADD standards for design of this project is located at the following Web sites:

<http://tsc.wes.army.mil/html/standards/aec>

Seed/prototype files, containing the Government's preset standard settings can be downloaded from the Internet at the following address:

<http://www.swf.usace.army.mil/ed/>

Electronic reference files containing the Government's standard border /title block sheets can be downloaded from the Internet at the following address:

<http://www.swf.usace.army.mil/ed/>

The Contractor shall submit a written request for approval of any deviations from the Government's established CADD standards. No deviations will be permitted unless prior written approval of such deviation has been received from the Government.

3.1.3 Size of CADD Drawings

Size of CADD drawings shall be SI AI, , trim to trim, with Government standard borders. Full size drawings shall be submitted for all design submittals.

3.1.4 .CAL Files

In addition to copying the drawing CADD files to the Submittals' CD-ROM disk, include the drawings in .cal format so that the drawings may be viewed on screen using the SourceView Reader that is located on the Solicitation and Contract CD-ROM disk. The SourceView Reader's parent software will be required for this file conversion. Include the Project.svd file so that the drawings may be viewed by double-clicking on this file. Keep the CADD files and the .cal files in separate folders.

3.1.5 Drawing Format

Title block shall include, as a minimum, project title and location, sheet

title, and sequence number. At the 50 percent and 100 percent design submittals, each Contractor-prepared drawing shall bear the printed name and signature of the registered architect or appropriate registered engineer responsible for the work portrayed on that drawing and proposed to meet the RFP requirements. For the final submittal, each Contractor-prepared drawing shall bear the stamp or seal and signature of the registered architect or appropriate registered engineer responsible for the work portrayed on that drawing and proposed to meet the RFP requirements.

3.1.6 Drawings Sequence

Arrange drawings by design discipline in accordance with the SWD Architectural and Engineering Instruction Manual, Chapter 8, Appendix A.

3.1.7 Drawings Required

As a minimum, the construction drawings shall consist of the following:

- a. Title Sheet, Index of Drawings (each technical discipline shall have a separate drawing legend sheet located in front of each respective section), Legend, and Abbreviations and Soil Borings
- b. Civil Drawings
- c. Utility Drawings (Water Supply, Wastewater, Gas, Electrical, Fiber and Communication)
- d. Architectural Drawings
- e. Interior Design Drawings
- f. Structural Drawings
- g. Mechanical Drawings
- h. Electrical Drawings (including communications, security and fire alarm)
- i. Lightning Protection
- j. Fire Protection Drawings
- k. Environmental Drawings (Identification and removal of hazardous materials from Building 2789 (existing dining facility), Storm Water Control Details for 2 (two)sites.)
- l. Food Service Equipment Drawings
- m. Landscape Architectural Drawings
- n. Irrigation Layout Drawings

3.1.8 Legends

Standard material symbols used on the drawings shall be provided as a separate legend drawing located just in front of the drawings in the set. Additional material symbols should be added to the Legend Sheet as needed for the project.

3.1.9 North Arrows

North arrows shall be oriented the same direction on all plan sheets and by all disciplines, including site and civil drawings. Plan north shall be "up" or to the left on the drawings. Indicate true north on composite plan drawings.

3.1.10 Drawing Scales

Work shall be drawn at the scales listed below. Other scales may be used only by written authorization through the Contracting Officer. All disciplines should use the same scale for plan sheets. Scale for all drawings and delineation will permit complete legibility. A graphic bar or checkerboard scale will be provided on each sheet near the lower left hand corner of the sheet. Unless specified elsewhere, conventional scale standards are as follows:

	<u>METRIC (SI)</u>
Site Plans	Varies
Building Site Plans	No smaller than 1:200
Composite Plans (Note 1)	Varies
Floor Plans	1:100
Reflected Ceiling Plans	1:100
Detail Plans (Note 2)	1:20
Roof Plans	1:100
Exterior Elevations	Same scale as plan
Interior Elevations	1:50 min
Interior Toilet Elevations	1:20
Building Cross Sections	1:50 to 1:100
Wall Sections (Note 3)	1:20
Details (Note 2)	1:5
Wall Types	1:5

Notes:

1. Scale of composite plan shall be as required so that the entire facility is drawn on one sheet without break lines.

2. The goal of this requirement is that the details be large enough to show all fixtures, accessories, equipment, materials, manner of construction, clearances required for proper maintenance, and complete dimensions. Toilet rooms and Equipment rooms are examples of the kind of spaces which shall be drawn as a Detail Plan. All details containing sheet metal flashing shall be 1:5.

3. May be 1:20 if pertinent details are shown at larger scale.

3.1.11 Symbols

The standard symbols used for amendments (a triangular box) or contract modifications (a type of circular box, see the chapter on Drafting Criteria) shall not be used for any other purpose, and care must be taken to avoid using even similar appearing but technically different symbols.

3.1.12 Schedules

Schedules shall be clear and complete. Furnish as many columns as necessary to present the essential information. Do not use the "Remarks" column as a substitute for an information column. Normally a single item should be presented on each schedule line. Other scheduling methods as standard with the Architect-Engineer may be used if approved by written authorization from the Contracting Officer.

3.1.13 Notes

Notes may be placed on drawings to reduce the amount of repetitive drafting, provided that clarity is not lost. General notes should be placed at the right-hand edge of the sheet and, if possible, should be located on the first sheet in the set. Notes that pertain to each drawing should be placed on each drawing.

3.1.14 Dimensions

Dimensions shall be complete, accurate, and fully coordinated. Dimensions should be to points easily measurable in the construction, and should be laid out to eliminate refiguring in the field. Dimensions should be tied-in to column lines, etc., to facilitate checking. Plan dimensions for frame construction should be to face of stud (or sheathing) for exterior walls, to one face of stud for interior partitions, and to centerline of openings. For masonry construction, dimensions should be to one or both nominal faces of masonry and to jambs of openings.

3.1.15 Standard Drawings

Standard Drawings, when furnished for site adaptation, will generally be utilized without basic architectural change. Portions of the drawings not pertinent to the project will be deleted. Specific instructions will be given when design changes are required.

3.1.16 Sketches

All sketches presented during the design phase shall be reduced to 216 mm by 280 mm (8-1/2" by 11") and included in the design analysis to document the design options and decisions evaluated during the design process.

3.2 CONSTRUCTION SPECIFICATIONS

3.2.1 Editing Construction Specifications

The Contractor shall use commercially available guide specifications for developing construction specifications, such as "SpecText" published by The Construction Specifications Institute

(<http://csi.worldweb.net/technic/master/spectextms.htm>), and "MasterSpec" published by The American Institute of Architects (<http://www.arcomnet.com/>), or BSD SpecLink (Building Systems Design, Inc., Atlanta, GA, <http://csi.worldweb.net/technic/master/bsdms.htm> and http://www.bsdsftlink.com/speclink/sl_frame.htm). Do not use DBI/CSI PerSpective to develop the construction specifications. Specification paragraphs and subparagraphs shall not be rewritten to lessen the quality of the original guide specification sections. Only bracketed choices and inapplicable items may be deleted unless the changes are required to bring the specification into conformance with the performance specifications of the RFP. The Contractor shall complete the editing of all options in these specifications. Where designer notes are provided, the Contractor shall edit the choice in accordance with the recommendations and guidance of the Notes. **The specifications shall clearly identify, where appropriate, the specific products chosen to meet the requirements of the Contract (manufacturers' brand names and model numbers or similar product information). The Contractor shall be responsible for coordinating references, along with the RFP performance requirements, to specific specification sections (number and title) within the construction specifications.** Section references (title and number) shall be revised to reflect the titles and numbers of specification sections used. See additional requirements in paragraphs 50 PERCENT DESIGN REQUIREMENTS and 100 PERCENT DESIGN REQUIREMENTS of this Section and in Section 01015 DESIGN REQUIREMENTS AFTER AWARD, paragraph DESIGN DOCUMENTS..

3.2.1.1 Required Modifications to Commercial Guide Specifications

- a. Indicate the guide specification series (e.g. CSI SpecText, MasterSpec, SpecLink) in either the header or footer of each section.
- b. Change references to the "Architect" or "Engineer" to "Contracting Officer" and "Owner" to "Government".
- c. Change references to "Section 01300" or "Section 01300 SUBMITTALS" to "Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES."

3.2.1.2 Additions

If the Construction Specifications do not cover a feature that is in the project, new sentences and/or paragraphs shall be inserted in the proper locations to adequately cover the feature of work. Additions shall not lessen the quality of materials indicated by the specifications. If a new material is added, it shall be properly referenced in "REFERENCES," "MANUFACTURERS," "MANUFACTURED UNITS," "MATERIALS," "SUBMITTALS," "TESTS," and "INSTALLATION" paragraphs, as applicable.

3.2.1.3 Deletion of Inapplicable Text Material

Delete all inapplicable text material to tailor the specifications to fit the project. After deletion has been made of all inapplicable paragraphs, subparagraphs, choices, and schedules from the body of the guide specifications (including but not limited to the correction of lists in "SUBMITTALS," "TESTS," and "INSTALLATION" paragraphs), delete all nonapplicable references listed in the preceding "REFERENCES" and

"MATERIALS" paragraphs.

3.2.1.4 References to Specification Sections

The Contractor shall be responsible for coordinating references, along with the RFP requirements, to specific specification sections (number and title) within the project specifications. Section references (title and number) shall be revised to reflect the titles and numbers of specification sections used.

3.2.1.5 Submittals

The Contractor is responsible for all submittals. See Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES for the definition of Government Approved and For Information Only submittals. All submittals shall be "FI0" unless otherwise specified.

3.2.2 Division 1 Sections

Include Division 1 specifications sections contained in this RFP as part of the project specifications without change.

3.2.3 FORMAT FOR PROJECT SPECIFICATIONS

Submit the project specifications, including cover page and Table of Contents, printed using Microsoft Word for Windows, Version 6 or higher, or if the Guide Specifications series is a relational database system such as BSD SpecLink, then export the sections to Rich Text Format (RTF) word processing files.

Print hard copies using laser printer and good quality white paper. For the 50 percent and 100 percent design submittals, editing of the Construction Specifications shall be shown by using redlining (shaded text) for text insertions and strikeouts for text deletions. The corrected 100 percent specifications with review comments incorporated shall be cleaned up (markings for insertion and deletion removed) and submitted in both hard copy and on CD-ROM disk. Carbon copies are not acceptable.

3.2.3.1 Format

Format shall be the Construction Specification Institute (CSI) 16-Division, 3-Part Section format.

3.2.4.2 Cover Page

The Cover page shall be similar to the Solicitation Cover page and shall include:

- a. Project title, activity and location
- b. Construction contract number

- c. Construction Contractor's name and address
- d. Design firm's name and address
- e. Names of design team members responsible for each Contractor prepared technical discipline of the project specification
- f. Name and signature of a Principal of the design firm
- g. The Table of Contents shall list the 16 Divisions contained in CSI format and the specification section numbers and titles contained in the project specification. Do not list in the Table of Contents CSI Divisions that are not required for the project.

3.2.4 Construction Submittals

All construction submittals shall be in accordance with Section 01330, "CONSTRUCTION SUBMITTAL PROCEDURES."

3.2.5 Submittal Register

An electronic version of the ENG Form 4288 is located on the Solicitation and Contract Award CD-ROM disks in folder "Subreg." This version is the Specsintact DOS Submittal Register program and includes a Readme.txt file. Copy the files to the computer's C:\ drive, remove the read-only attributes, and then double-click on either file "subreg.exe" or on "submit.bat." This is **not** a Windows-based program so the mouse **does not** work. Editing instructions are on-screen, such as press the "F5 (add)" and then the "E" keys to create new empty submittals, the "PgDn" key to complete editing, and the "A" key to accept. For each submittal, fill in the Section Number, Activity Number if applicable, Paragraph Number, Description, Type of Submittal (e.g. SD-01 through SD-11(See Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES)), Classification (e.g. G or FIO), and the Contractor's proposed submittal date. Fill in columns "a" through "o" on the ENG Form 4288 and submit a copy of the "Subreg" folder with the updated files and a hard copy of the register as required for the various design submittals. Unless Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES allows a submittal to be Government approved ("G"), all submittals shall be "FIO" for Information Only (Contractor Approved) items.

3.3 DESIGN ANALYSES

Prepare design analyses (basis of design and calculations) for each design discipline. Specific requirements relative to the technical content to be provided are specified in the paragraphs for 50 and 100 percent design requirements. The design analyses shall be a presentation of facts to demonstrate that the concept of the project is fully understood and that the design is based on sound engineering. The design analysis for each

discipline shall be in accordance with Chapter IX of the SWD-AEIM.

3.4 COMMON DESIGN DEFICIENCIES

The work involved in making corrections due to common deficiencies becomes lost effort and time for both the designer and the reviewer. Carefully compare the design and contract documents with all requirements at several points in the design process to avoid unnecessary changes at a later date. Some of the requirements which are most often overlooked include:

a. Requirements of the COE 2, Southwestern Division's ARCHITECTURAL AND ENGINEERING INSTRUCTIONS MANUAL (SWD-AEIM) have been repeatedly overlooked in the past.

b. Not Used

c. Not using correct abbreviations or terminology on the drawings. Abbreviations must match what is used on the standard abbreviation sheet and terminology must match what is used in the standard technical guide specifications.

d. Not using the correct scales, north arrow designation, section cut system, or incomplete dimensioning on the drawings.

e. Not providing sufficient space for door operation hardware at doors which swing into a wall running perpendicular to the opening. 100 mm minimum is required between edge of door frame and perpendicular walls.

f. Not providing correct and complete Design Analysis information written in the present tense. The Design Analysis will be written following the format indicated herein. A separate Fire Protection section in the Design Analysis with input from all disciplines is one area which is often overlooked and shall be included.

g. Not correctly presenting or coordinating (to avoid interference) features of Fire Protection, Noise Control, and Physical Security.

h. Not correctly referencing and cross referencing building sections, wall sections, details, etc.

i. Failure to read and use technical notes in editing the Guide Specifications.

j. Failure to coordinate all disciplines prior to submittal of projects for review.

k. Improper use of fire-retardant wood. Fire-retardant wood is combustible; its use in buildings that are of noncombustible construction is extremely limited (see UBC for the minor allowable uses). Because of the potential for severe degradation, fire retardant plywood shall not be used in a roof or roofing system, or in structural applications.

l. Not Used

m. Control joints in CMU walls and brick expansion joints in face brick are not shown on both architectural plans, elevations and structural plans, or are inconsistent. Note also control joint locating and coordination for floor tile per Tile Council of America recommendations.

n. Failure to delete all publications which do not apply to the particular project.

o. North is not oriented the same direction on all sheets (civil, site, arch).

3.5 DESIGN CERTIFICATION

The Contractor shall provide certification for each design submittal in accordance with paragraph SUBMISSION OF CONSTRUCTION DRAWINGS, SPECIFICATIONS AND DESIGN ANALYSES, subparagraph "Certifications," of Section 01015 DESIGN REQUIREMENTS AFTER AWARD.

3.6 50 PERCENT DESIGN REQUIREMENTS

Submit the following:

3.6.1 Rendering

The Contractor shall prepare an architectural rendering for inclusion with the 50 percent Design Submittal. The rendering will be in full color, represent the final exterior color and material selections, approximate size 500 mm by 600 mm, on illustration board, matted and framed with non-glare glass, and with project title on mat. The perspective shall be from an eye-level or low-level aerial point of view that will highlight the most attractive features of the project. The Contractor shall furnish one preliminary black-and-white sketch of the proposed rendering to the Contracting Officer, along with three (3) proposed exterior color schemes, for review and acceptance prior to proceeding with the color version.

3.6.2 Drawings

Furnish all drawings that are required for the 100 percent submittal. Except for site work, outside utilities, and structural drawings, all drawings shall be developed to approximately 50 percent completion. Site work, outside utilities, structural drawings, and food service equipment drawings shall be 100 percent complete.

3.6.3 Specifications

All specification sections required for 100 percent submittal. Specifications for site work, utilities, structural, and Food Service (Kitchen) Equipment (Division 2 and those applicable in Divisions 3, 4, 5, 11, 15, and 16) shall be 100 percent complete. All other specifications required for the completion of the building, turfing, and landscaping shall be at least mark-ups of the required technical sections and trade sections.

Include the identification of the "author" of the industry guide specifications used, any mandatory guide specifications required in this RFP, and a table of contents listing all sections to be included in the project.

3.6.4 Submittal Register

Prepare a Submittal Register as specified in Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES and paragraph CONSTRUCTION SPECIFICATIONS, subparagraph "Submittal Register," of this Section. Submittals for site work, utilities, and building structure shall be 100 percent complete. Submittals for all other work shall be developed to the extent required to support the level of design included in this submittal. Submit a copy of the "Subreg" folder with the updated files and program and four hard copies of the register with this design submittal.

3.6.4 Design Analysis

The design analysis should give the basis for design for all disciplines and should establish specific goals, objectives, and priorities for the design of this project. Identify, explain, and document use of design criteria and how the design meets goals, objectives, and priorities. The design analysis shall comply with Chapter 9, SWD-AEIM and include narrative description and analysis of all building systems, appropriate checklists, calculations, and catalog cut sheets of equipment used in the design.

3.6.5 CIVIL

The drawings shall be complete, include all necessary and required details, thoroughly checked, and fully coordinated with the technical Specifications and all other Construction Documents. Removal work and details should be shown on separate drawings. The contract drawings shall fully describe the type and the scope of work required. The layout of individual sheets and the organization of the assembled set shall follow and communicate a logical sequence. General information shall be presented first, progressing to more detailed information. When assembling details, begin in the upper left-hand corner of the sheet with letters progressing to the right and down. When dimensioning, use arrowheads, not dots or slashes. The drawings shall include the following as a minimum:

- Cover Sheet and index of drawings
- Location and vicinity map including haul routes
- Site demolition plan (if required)
- Site plan and details
- Grading and drainage plan
- Utility plan with profiles and details
- Pavement plan and details
- Soils boring logs
- Landscaping plans and details

3.6.5.1 Drawings

a. Location Plan and Vicinity Map

A Vicinity Map consists of a small scale drawing of the project location, similar to a road map. A Location Plan consists of a small scale drawing showing the Government property or reservation limit with the construction project site shown. The drawing shall show the facility-approved

Contractor Access and Haul Routes load limits on any bridges along haul routes, and the designated waste and/or borrow areas. Upon request, a reproducible base sheet will be provided by the Fort Worth District for the Contractor's use in preparing the Location Plan.

b. Site Demolition Drawings (Removal Plan)

New work and removal work should be shown on separate drawings. The type and the scope of removal work intended shall be clear from an inspection of the documents. Keyed notes for removal will be allowed.

The removal plan will show the existing physical features and condition of the site before construction. This information should include the field survey to show all above and below ground utilities; buildings, drives, roads and parking areas, walks, and vegetation; and such facilities as retaining walls, underground storage tanks, foundations, existing contours, etc. Each physical feature to be removed shall be as indicated on the standard legend sheet, a legend on the removal plan, and properly noted: to be removed, to remain, or to be relocated.

c. Site Plan

The Site Plan shall show all the site layout information necessary to field locate the building, walks, parking lots, and all other appurtenances to be constructed on the project. All site related work to be constructed will be located by dimensions. The Site Plan will identify all site related items such as: curbs, pavements, walks, courtyards, bollards, trash enclosures, retaining walls, etc. in accordance with a standard legend sheet or with additional legends or notes. Site Plans shall be at a scale of 1:400, 1:500, or 1:600 (1" = 20' or 1" = 30'). No existing or proposed contours shall be shown on this Plan. The Site Plan, prior to adding the dimensions, should serve as the base sheet to the other Plans, such as the Utilities Plan, Grading and Drainage Plans and the Landscape Plan. The Site Plan will show all existing physical features and utilities within and adjacent to the work site that will remain after the proposed construction has been completed. This plan will also show free zones, construction limits, storage areas, etc. Whenever the Site Plan occupies more than one sheet of drawings, a Key Plan shall be included. Additional plans showing specific areas of the site in smaller scales can be included if more detail is necessary.

Show the building orientation and horizontal dimensional relationships to streets, walks, property lines, easements, fences and other structures. Space between structures will provide open areas in accordance with good land-use planning and due consideration of future development plans. Fire clearance separations will be maintained for access for equipment acceptable to the installation (Fire Chief). Show geometric features of all roads, streets, sidewalks and parking areas. Provide details of all site features.

d. Grading and Drainage Plan

Provide a preliminary grading and drainage plan at a scale of 1:400, 1:500, or 1:600 (1" = 20' or 1" = 30'). Indicate tentative new and existing

grading contours at 305 mm (1-foot) contour intervals. Provide spot elevations in sufficient numbers so that interpolation between contours is not required. Some examples are: corners of paved areas and parking lots, low points, high points, flow lines of ditches and swales, changes in degree of slope and grading at building corners to insure positive drainage from the facility.

Indicate finished floor elevation of new building(s). It shall be a minimum of 305 mm above the highest point of the outside finished grade and slope away from the building. Grade contours shall be at 240 mm intervals and spot elevations shall be provided at all site development features.

Show layout of the new and existing storm drainage systems, including existing and new storm drainage flows, ditches, swales and piped systems.

Provide the appropriate top of structure elevations and pipe invert elevations of both the new and existing drainage system.

e. Erosion Control Plans

Erosion control plans shall show locations of all sediment basins, diversion ditches, areas to receive rock blanket, and other erosion control structures, indicating the approximate drainage areas each will serve. Indicate the materials, construction and capacity of each structure.

f. Composite Utilities Plan With Profiles And Details

Provide a Composite Utilities Plan at a scale of 1:400, 1:500, or 1:600 (1" = 20' or 1" = 30'). Tentative new and existing utilities shall be indicated. Plans shall show layout of the new and existing storm drainage, gas, sanitary sewer, fire protection, electrical, communication, water, steam, and any other utility systems which need to be provided for. Include new and existing contours. Show mains and distribution lines as well as all appurtenances such as meters, manholes, and valves.

g. Grading Sections

Grading sections through the new building showing finished and existing grades may be provided to supplement the required grading plan.

h. Pavement plan and details

Provide pavement plans for all parking lots, roads, equipment pads and sidewalks. Include cross sections of all paving designs and include details of curbs, gutters, pads, sidewalks, stairs, inlets and other features.

i. Soils boring logs

Provide all logs of soil borings provided by the geotechnical engineer.

3.6.6 LANDSCAPE

3.6.6.1 Landscape Plan

A Landscape Plan showing trees, shrubs, ground covers, seeded and sodded areas, shall be prepared. The Landscape Plan shall be prepared by a Licensed Landscape Architect. The Contractor shall specify types of plant materials that are locally grown, commercially available and acclimated to the project environment. The Landscape Plan shall include a plant materials schedule or listing. This schedule shall include botanical names, common names, key, size and the method of transplanting. The Landscape Plan shall also show all unsurfaced ground areas disturbed by construction within the project limits with these areas shown to be seeded, sodded, or mulched as required.

3.6.6.2 Landscape Details

The Contractor shall provide designs and details as necessary for required site furnishings and accessories.

3.6.7 ARCHITECTURAL

3.6.7.1 Drawings

50 percent architectural drawing submittal shall be a complete set of architectural drawings without large scale details. All other drawings shall be complete except referencing of the large scale details.

a. Removal (Demolition) Drawings - Plans and Elevations

New work and demolition work should be shown on separate drawings. The type and the scope of removal work intended shall be clear from an inspection of the documents. Keyed notes for removal will be allowed.

b. Floor Plans

Provide a double line Composite Floor Plan of the entire building, drawn at the largest scale practicable to include the entire building or floor level on a single sheet. The building may be of a size that will require the floor plans to be divided into multiple areas. See paragraph on Drawing Scales for plan scale requirements. Floor plans shall essentially be complete with the exception of large scale detail referencing. Floor plans shall be scaled double-line drawings showing the functional arrangement, material patterns, location of all openings and plumbing fixtures, all section cuts, wall types, all notes and leaders, all general notes, and all dimensions shall be completed. The plans shall indicate door swings, door numbers and window type; door and window schedules are required. A north arrow shall be shown on each floor plan. Enlarged toilet room plans shall also be included. The first composite plan sheet shall include a gross area tabulation comparing the actual square footage with the authorized square footage of the facility. Architect-Engineer suggestions for plan improvement shall be fully shown and justified. Include:

Overall, Control, Opening, and complete dimensioning
Match Lines for combining individual portions of floor plans
Room Names and Numbers

Structural Column or Bay Indicators
Wall and Building section cuts
Door Swings and Numbers
Window Types
Square Footage
General Notes

When dimensioning, use slashes. Where major structural elements are included as parts of architectural detailing, do not indicate sizes. These elements should all be fully defined as part of the structural design documents. Major elements of mechanical and electrical equipment affecting space allocation, shall be shown on the architectural plan to the extent practicable and coordinated with other respective disciplines. When applicable, Government-furnished, Contractor-installed, or Government-furnished and installed items shall be shown as a dashed line.

c. Reflected Ceiling Plans

Reflected ceiling plans shall be completed including all notes, complete legends and pocheing patterns of all materials to be used. Reflected Ceiling Plans shall be provided for all spaces in the building. Reflected ceiling plans shall show the ceiling tile layout and location of gypsum wallboard and other ceiling types where applicable. All light fixtures, air diffusers, grilles, registers, exit lights, public address speakers, fire alarm strobe lights, sprinkler head layout, ceiling mounted equipment access panels or removable ceiling tile and grid elements, smoke and heat detectors, wall fire ratings, ceiling mounted equipment removal pathways, ceiling mounted television mounts, and other ceiling mounted items will also be shown on the reflected ceiling plans. The fixtures and other equipment shall be laid out in a regular pattern symmetrical with the ceiling tile grid, or symmetrical with the room centerlines, columns, windows, or other feature that dominates. All ceiling mounted items shown shall be fully coordinated with all other disciplines.

d. Roof Plan

Composite and larger area roof plan shall be complete including all notes, legends, slope indications, and roof and overflow drains. All elements located on the roof shall be coordinated with all disciplines. See paragraph on Drawing Scales for roof plan scale requirements.

e. Building Elevations

Provide all building elevations complete showing the appearance and architectural treatment. Elevations shall be dimensioned to show total height and relation to grade. Critical elevations such as top of finish floor, top of steel, etc. shall be indicated. All notes for materials shall be included. See paragraph on Drawing Scales for Exterior Building Elevation scale requirements.

f. Building Sections

Building cross section and longitudinal sections shall be included to show general interior volumes, framing method, relationship to adjacent

structures, and height of ceilings and partitions. Identify materials used and necessary dimensions. See paragraph on Drawing Scales for Building Section scale requirements.

g. Wall Sections

Drawings shall include all wall section conditions and dimensions with all materials labeled. The sections should normally be cut through doors, windows, and other critical wall section locations. Wall sections shall not be broken. Additional details shall be included when necessary to illustrate abutting adjacent buildings and important or unusual features. All horizontal dimensions shall occur on the plans and vertical dimensions on the sections and elevations. See paragraph on Drawing Scales for Wall Section scale requirements.

h. Room Finish Schedules

Room finish schedule shall be complete. Include signage.

i. Door, Window, and Louver Schedules

Door schedule shall be complete including door and frame types, except referencing to door details and hardware sets. Window and louver schedules shall be complete including window and louver types except referencing to details.

j. Fire Ratings

Wall ratings and fire hazards shall be clearly indicated as required by the National Fire Protection Association Codes (NFPA). In addition to the wall rating criteria required by the Codes, provide a minimum of one-hour rated wall assembly around all Janitors Closets, Store Rooms, Mechanical and Electrical Rooms or Closets. Wall fire ratings shall be graphically shown by a continuous symbol or pattern within the wall on the reflected ceiling plan and/or on a Fire Protection/Life Safety Plan. When other functions coexist with the fire protection functions, their integration shall be clearly indicated with an analysis that describes how both functions will be served. Provide a separate, composite type floor plan which makes an accurate presentation of these various features and functions. By authorized written permission, where the building and features being shown are unusually simple, this information may be included on other drawings. Rated wall details shall include the design number of the testing laboratory certifying the rating.

k. Drawing Scales

Unless otherwise indicated, architectural work shall be drawn at the scales listed in paragraph DRAWINGS, subparagraph Drawing Scales.

l. Modular Design

Modular Design practices shall be followed in the design of all masonry buildings or components of buildings. Dimensions shall be figured to whole or half-unit lengths (in increments of 100 mm) in order to reduce on-site

cutting of masonry. Units less than 100 mm long shall be avoided.

m. Symbols

The Room and Door Numbering system shall be consistent for all buildings designed under any one contract. Room numbering shall start at the main entrance and proceed clockwise around functional areas.

n. Schedules

Schedules for room finish, doors, windows, louvers, etc., shall be clear and complete. As many columns as necessary should be provided in order to present the essential information. The "Remarks" column should not be used as a substitute for an information column. Normally a single item should be presented on each schedule line.

o. Dimensions

Dimensions must be complete, accurate and fully coordinated. Dimensions should be to points easily measurable in the construction, and should be laid out to eliminate refiguring in the field. Dimensions should be tied-in to column lines, etc., to facilitate checking. Plan dimensions for frame construction should be to face of stud (or sheathing) for exterior walls, to one face of stud for interior partitions, and to centerline of openings. For masonry construction, dimensions should be to one or both nominal faces of masonry and to jambs of openings.

p. Facility Elevation

The elevation of the first floor shall be indicated as 100 000 mm and shall be a minimum of 300 mm above finish grade. Elevation for other floors, footings, etc., shall be related to this figure. Sea level elevations shall not be shown on the building drawings. Elevations of the first floor above sea level are shown on the grading plan (Civil).

q. Access to Utilities

All utilities within the building, such as piping, ductwork, and electrical work, shall be concealed in finished areas. Provide plumbing chases in toilet areas. The clear space above ceilings and the size of chases must be carefully figured to accommodate piping slopes and connections, ductwork crossovers, and fittings, HVAC piping and valve service spaces, and similar situations. Access must be provided to valves, cleanouts, etc. Space provided for utilities systems must be adequate but should not be excessive.

3.6.8 INTERIORS

3.6.8.1 Drawings

3.6.8.1.# a. Furniture Footprint

A furniture footprint indicating proposed furniture layout shall be incorporated into the drawings for coordination with building utilities and indicate spatial relationships. All furnishings including consoles are not

considered part of the construction contract and shall be indicated as such on the drawings by the use of dashed lines.

3.6.8.2 Design Analysis/Narrative

The design analysis will contain an explanation of the desired image or visual appearance of the interior of the facility.

3.6.8.3 Building Related Exterior/Interior Design (SID)

a. Definition

SID is the term referring to the building related exterior and interior finishes. An SID shall involve the selection and sampling of all applied finishes necessary to complete the building's interior and exterior architectural features. Finishes include, but are not limited to, floor, wall and ceiling finishes; roofing; siding and trim; interior paints and finishes; wall covering; trim items; carpet; floor, wall and ceiling tiles; doors; plastic laminates for cabinet work, and signage. All of the SID components shall be included in the base bid.

b. Interior and Exterior Materials, Finishes, Textures and Colors

Specific project and Army requirements for interior and exterior materials, finishes, textures and colors include:

General: Finishes, materials and colors chosen shall be in accordance with the RFP requirements and the Post/Base's Installation Design Guide. The design shall meet fire, health, safety, and accessibility codes and standards.

Exterior: The exterior portion of the materials and finishes design effort emphasizes the overall exterior appearance and the attention to details that produce a good architectural solution. The exterior solution shall satisfy the architectural and functional requirements of the design program.

Interior: The interior portion of the materials and finishes design ties the exterior of the facility to the habitable spaces. The material and finish selection shall be appropriate to the function of the space.

c. Submittal Requirements for SID Notebooks (Color/Finish Sample Boards)

Furnish 4 sets of color/finish board(s) with attached samples of the proposed building-related finish materials mounted on 215 mm by 280 mm by 1.5 mm (8-1/2 inch by 11 inch by 1/16 inch) thick mat board in three-ring notebooks. Epoxy glue, hot-melt glue, or contact cement shall be used to attach samples; Scotch tape, double-backed tape, or rubber cement will not be acceptable. Heavy samples shall be mechanically fastened. Photographs or colored photocopies of SID materials are not acceptable.

The notebooks shall be labeled on the outside spine and front cover with the phase percentage, SID, project title and location, Contract number,

date, and the Contractor's name and address.

d. Sequence and Content of SID Submittal

The sequence and content of SID Submittals shall be as follows:

Title Page.

Table of Contents.

Narrative of Interior Design Objectives.

Exterior Elevation Drawing.

Exterior Building Material Legend.

Exterior Building Material Color Board.

Interior Color Placement Plan.

Interior Color Boards (according to color placement plan).

Each sample shall indicate color, texture, and finish; and, if patterned, shall be large enough to define full pattern. Samples shall be identified as to type of material, area of installation, manufacturer, and transmittal number under which certification of the material represented will be submitted in accordance with the requirements of Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES.

Interior Signage Color Boards.

Interior Floor Plans.

Room Finish Schedules.

Signage Plans.

3.6.9 STRUCTURAL

3.6.9.1 Drawings

Drawings shall include roof framing plans, second floor framing plans (if applicable), floor slab plans, and 100 percent foundation plans and details.

a. Roof framing plans shall show sufficient details to clearly indicate the type of framing system used, size and spacing of members and their elevations.

b. The location of all in-wall columns or pilasters shall be shown and all building structural members shall be at least outlined.

c. Foundation and slab plans shall show the size and location of all foundation elements, such as foundation walls, grade beams and footings. Elevations for footings shall be indicated on the plan. Plans for

slabs-on-grade and exterior stoop slabs at building entrances shall show location and type of joints, slab thicknesses and reinforcing, elevation of slab surfaces, and any other design features, such as equipment bases, heavy Lab equipments, isolated foundations and the in-slab electrical raceway, which affect the slab design.

d. The sizes, locations and elevations of footings shall be shown.

e. Slab plans shall be coordinated with the Electrical sheets and shall indicate the locations of any in-slab electrical raceway trench ducts or similar items.

f. Concrete slab-on-grade thicknesses and sections shall be shown.

g. Proposed treatment of special foundations and other unique or complex features and details shall be shown on the drawings.

h. Provide Elevation views, sections, and details necessary to illustrate the design at a 50% level of completion.

i. Drawings shall include overall building plan dimensions, north arrows, and design notes.

3.6.10 MECHANICAL

Compliance with the Contract design requirements for the building mechanical systems will be reviewed at the submitted 50 percent drawings, design analysis, and specifications. Any conflicts in the design requirements or lack of thorough understanding of the nature and scope of work shall be identified and resolved prior to submittal of the 100 percent design. The Contractor must comply with Attachment C for mechanical room sizing.

3.6.10.1 Design Drawings

The 50 percent design drawings shall be fully coordinated with the design analysis. Sufficient plans, piping diagrams, sections, flow diagrams, details, schedules, and control diagrams/sequences shall be provided as necessary to define the required design intent. Floor plans shall use the architectural floor plans as a basis, with the building outline half-toned.

Unless otherwise indicated, all floor plans shall be drawn at a minimum 1:100 scale and shall show room names and numbers. Sheet reference number sequencing shall be in accordance with the Fort Worth District CADD Standards Manual. Submittal drawings shall include, but not limited to, the following:

a. Mechanical Abbreviation, Legend, and General Notes Sheet

This sheet shall include all mechanical abbreviations and symbols that will be used on the drawings. Symbols shall be grouped into sections; as a minimum, provide sections for Plumbing and HVAC. Control drawing symbols shall be shown on separate drawing.

b. Exterior Packaged Air Cooled Chiller Piping Plan Sheet

Provide a sheet to show packaged air cooled chiller water piping exterior to the building.

c. Plumbing Drawings

The following plumbing drawings shall be provided:

Composite Plumbing Plan: For reference, composite plumbing plans shall be provided showing all plumbing systems for each level. Building outline and pertinent HVAC equipment shall be half-toned with plumbing system at standard lineweight. No construction notes shall be provided on the plans. A key plan and room schedule legend shall also be included on the composite plumbing plan sheets.

Plumbing Plans: Plumbing plans showing the design and tentative layout of the domestic hot and cold water distribution systems; make-up water piping; soil, waste and vent piping; and storm water drainage system shall be provided. Plans shall show all anticipated routing of piping systems from the connections within the structure to a point 1.5 meters outside the structure. The grade of all drain lines shall be calculated and invert elevations established. All plans shall show all plumbing fixtures. All electrical panels/equipment and pertinent HVAC equipment (chillers, expansion tanks, AHU's, pumps, etc.) shall be outlined in half-tone on the plumbing plans. Plans may be drawn at 1:100 scale as long as legibility is not compromised. Plumbing fixtures and drains shown on the drawings shall be designated by the same identification system used in the Construction Specification and Plumbing Fixture Schedule. Soil, waste, vent and storm drainage piping shall be shown on separate sheets from cold and hot water distribution piping and make up water piping as a minimum. A roof plan shall be provided to show roof drains and sanitary vent penetrations. Additional sheets shall be provided as need so legibility is not compromised.

Enlarged Mechanical Room Plumbing Plan: An enlarged mechanical/ room plumbing plan drawn at a minimum 1:50 scale shall be provided. Plan shall show layout of all plumbing equipment and piping within the rooms. In addition to all the plumbing systems required, the plan shall show half-toned outlines of all HVAC equipment located in the room, gas service, chilled water entrances, the fire protection entrance and risers, and the outline of any electrical panels or equipment located in the room.

Plumbing Detail and Schedule Sheet: The following details shall be provided: roof/overflow drains, gas fired water heater and hot water storage tank, and water service entrance. The provided plumbing fixture schedule and a contractor generated gas fired water heater schedule shall be provided.

d. Mechanical HVAC Drawings

Show on mechanical HVAC drawings, all items of mechanical equipment, including chilled water equipment, air handling units, air distribution and exhaust systems, etc., to clearly illustrate all HVAC system designs,

and to determine proper space allocation within the intent of the architectural layout requirements. Plans and sections shall be developed sufficiently to insure that major equipment items, piping, and ductwork cause no interference with structural members, electrical equipment, etc. The following HVAC drawings shall be provided:

Composite Mechanical HVAC Plan: For reference, composite mechanical HVAC plans shall be provided showing all associated mechanical systems for each level. For review purposes, all interior walls that extend from the floor to the roof structure shall be identified on the plans. Wall identifications shall be omitted from the 100 percent Corrected Design and Construction drawings. Building outline and electrical equipment shall be half-toned with mechanical systems at standard lineweight. No construction notes shall be provided on the composite mechanical HVAC plans. A key plan and room schedule legend shall also be included on the composite mechanical HVAC plan sheets.

Mechanical HVAC Plans: Mechanical HVAC plans showing the design and tentative layout of the hot water piping distribution system and equipment, chilled water piping distribution system and equipment, air supply and distribution systems, and ventilation and exhaust systems shall be provided. Air supply and distribution systems shall show all ductwork, including supply and return mains, branch ducts, terminal unit takeoffs, terminal units (ductwork to diffusers, all diffusers grilles and registers, and all fire and fire/smoke dampers. For the 50 percent submittal, all supply and return mains shall be shown as double-lined, while branch ducts, takeoffs, and ductwork to diffusers may be single-lined. The final design submittal shall show all ductwork as double-lined. All electrical panels/equipment and pertinent plumbing equipment shall be outlined in half-tone on the HVAC plans. Plans may be drawn at 1:100 scale as long as legibility is not compromised. Air supply and distribution systems and ventilation and exhaust systems shall be shown on separate sheets from HVAC piping systems as a minimum. Additional sheets shall be provided as needed so legibility is not compromised.

Enlarged Mechanical HVAC Plans: Enlarged mechanical room HVAC plans showing all mechanical systems drawn at a minimum 1:50 scale shall be provided. Plans shall show layout of all HVAC equipment, piping, and ducts located within the rooms. Equipment shall include (but not be limited to) air handling units with associated outside air, relief air, and supply/return air ducts, plenums and louvers; CW, and HW water pumps, exhaust/supply fans, gas service entrance, combustion air opening and ducts, unit heaters, chillers, expansion tanks, air separators, and DDC control panels. Plans shall show dedicated access space for items requiring maintenance. In addition to all the mechanical HVAC systems required, the plan shall show half-toned outlines of all major plumbing equipment, the water service entrance, fire protection entrance and riser, and any electrical equipment or panels located in the room.

Mechanical Room Sections: Preliminary mechanical room section shall be provided to ensure that major equipment items, piping and ductwork will fit as designed.

Chilled Water System Flow Diagram: Provide flow diagram showing chillers , the piping layout to the facility, and the facility piping system including the pumps and connected CW equipment. Each pump and equipment item shall show associated GPM flowrate. All thermometers, pressure gauges, valves, and piping, shall be shown on the flow diagram.

Airflow Diagrams: Airflow diagrams shall be provided for each air handling system showing CFM quantities for outside air, return air, and supply air. Supply-air side of each diagram shall be broken down into zones, with each zone supply, return, and relief/exhaust CFM quantities identified.

Mechanical Detail Sheets: Installation details showing all specification requirements such as isolation and balancing valves, thermometers, pressure gauges, equipment pads, strainers, vents, hangers, vibration isolation, etc. shall be provided for each item of mechanical equipment. As a minimum, and as applicable, the following mechanical details shall be provided:

- Chiller Piping Diagram
- Unit Heater Piping Detail
- Chemical Shot Feeder
- Gas Service Entrance
- Expansion Tank and Air Separator
- Seismic Requirements for Floor-Mounted and Suspended Equipment
- Wall Propeller Supply/Exhaust Fan
- In-line Supply/Exhaust Fan
- Base Mounted End Suction Pump
- In-line Pump
- Air Handler Cooling Coil Piping Detail

Mechanical Equipment Schedule Sheets: Schedules shall be provided for each item of mechanical equipment. Furnished typical equipment schedules shall be used whenever possible and shall be revised and completed as necessary to suit the project requirements. In addition to the equipment schedules, damper and control valve schedules shall also be provided.

e. HVAC Control Drawings

One-line type control diagram showing all DDC interface points, a detailed sequence of operation, and a DDC control points list shall be provided for all mechanical equipment and systems. Sequence of operation for each item of equipment and system shall be sub-sectioned into paragraphs describing discreet operational requirements.

HVAC Control Diagrams: A Control Diagrams shall be provided for each system or item of equipment. Systems diagrams shall include every major component installed in or connected to the system, and only one

system shall be shown on each diagram. Control Diagrams shall schematically show all sensors, controllers, actuators, indicators, and operator interface devices that are required for the complete automatic control and monitoring of the system. All sensing, controlling, activating, indicating and interfacing devices shall be shown with all functional interconnections to inputs and outputs. All associated thermometers and pressure gauges, located in their correct mechanical locations, shall also be shown on the diagrams.

Sequence of Operations: Sequence of Operations shall be provided for each item of equipment or system and shall fully describe the intended operation of the equipment or system in all different operating modes. Sequences shall include a description of all indication instrumentation, alarm conditions, and automatic actions to be taken upon occurrence of alarm conditions. Design setpoints shall be specified and indicated as being adjustable.

Control Points Lists: Provide DDC control points lists for all items of equipment and systems.

The following drawings shall be provided:

HVAC Control Plan: This sheet shall show location of all thermostats and equipment controlled, variable frequency drives and equipment controlled, and DDC panel locations.

HVAC Controls Legend: This sheet shall include all control abbreviations and symbols that will be used on the drawings. Furnished Controls Legend sheet shall be used as a basis for all abbreviations and symbols used on the Final Control Drawings.

Miscellaneous Systems: These sheets shall include all miscellaneous equipment items such as supply/exhaust fans, unit heaters, controls air compressor, etc. that are not interlocked to the main heating, CW, or air handling unit systems. Provide one-line control diagram, sequence of operation, and DDC control points list for each item of equipment on the same sheet.

Chilled Water System: Provide a chilled water system control diagram, sequence of operation, and DDC control points list.

Air Handling Systems: For each air handling system, provide an air handling system control diagram, sequence of operation, and DDC control points list.

3.6.11 ELECTRICAL

Determine compliance with the design requirements for the building electrical systems by a review of the Contract requirements, design analysis, and specifications. Conflicts in the design requirements or lack of thorough understanding of the nature and scope of work shall be identified and resolved before submittal of the 50 percent design.

3.6.11.1 Design Drawings

Fully coordinate the 50 percent design drawings with the design analysis. Provide sufficient plans, single-line diagrams, riser diagrams, details, and schedules as necessary to define the required design intent. Floor plans shall use the architectural floor plans as a basis with the building outline half-toned. Unless otherwise indicated, all floor plans shall be drawn at a minimum 1:50 scale and shall show room names and numbers. Sheet reference number sequencing shall be in accordance with the Ft. Worth District CADD Standards Manual. Submittal drawings shall include, but not be limited to the following:

a. Electrical Legend

Describe and define the electrical and communications symbols used on the plans.

b. Electrical Abbreviations

Define abbreviations used on electrical plans. This information may be included on the electrical legend.

c. Drawing Notes

Identify drawing notes by a numerical label to further clarify or describe the design engineer's intent.

d. One-Line Diagram

Detail the complete electrical system with a simplified one-line diagram. Use standard symbols for electrical equipment including, but not limited to switchgear, sectionalizing cabinets, transformers, generators, uninterruptible power systems (UPS), switchboards, panel boards, power distribution units (PDUs), motor control centers (MCCs), motor starters. Include switchgear fuses or circuit breaker ratings; transformer ratings (including K-ratings) and connection configuration; switchboard ratings (including metering); panelboard current and ampere interrupting current (AIC) ratings; PDU ratings (including isolation transformers and K-ratings), raceway and conduit sizes and material type; MCC ratings; motor starter ratings; and conductor and ground type, size, and insulation ratings.

e. Riser Diagram

Illustrate the electrical equipment locations.

f. Power Plan

Detail the electrical wiring and non-lighting wall and raised floor receptacles.

g. Not Used

h. Not Used

i. Lighting Plan

Detail the electrical wiring and switching for lighting.

j. Lighting Fixture Schedule

Detail the lighting fixture types to be provided.

k. Panelboard and PDU Schedules

Detail the circuits and circuit breakers or fuse locations in all panelboard and PDUs known at this design level.

l. Emergency Systems

Detail the electrical requirements for emergency systems such as emergency generator, UPS, emergency lighting and fire alarm system (coordinate with fire protection plans).

m. Site Plan

Detail the connection of pad-mounted switchgear, pad-mounted sectionalizing cabinets and detail underground electrical and communications ducts.

n. Communications System

Detail the conduit and raceways required to support communications systems, including, but not limited to intercoms, security, cable television, data transmission (local area network), and telephone.

o. Not Used

p. Not Used

q. Grounding System

Detail grounding electrode; conductor materials, sizes, and locations; and isolation grounds.

r. Cathodic Protection System

Detail test point construction and locations, sacrificial anode systems, impressed current systems, etc.

s. Miscellaneous Details

Provide communications manhole details, electric vault details, special light fixture details, etc.

t. Not Used

3.6.12 FIRE PROTECTION

Compliance with the Contract design requirements for the building fire

protection systems will be reviewed at the submitted 50 percent drawings, design analysis, and specifications. Any conflicts in the design requirements or lack of thorough understanding of the nature and scope of work shall be identified and resolved prior to submittal of the 100 percent design.

3.6.12.1 Design Drawings

The 50 percent design drawings shall be fully coordinated with the design analysis. Sufficient plans, diagrams, sections, and details shall be provided as necessary to define the required design intent. Floor plans shall use the architectural floor plans as a basis, with the building outline half-toned. Unless otherwise indicated, all floor plans shall be drawn at a minimum 1:100 scale and shall show room names and numbers. Sheet reference number sequencing shall be in accordance with the Fort Worth District CADD Standards Manual. Submittal drawings shall include, but not limited to, the following:

3.6.12.2 Fire Protection Plans

Show on fire protection plan drawings:

- fire service entry and size to a point 1525 mm (5 feet) outside of building;
- back flow preventer and size;
- system riser and size;
- zone risers, fire department connection, alarm bell, detectors, zones, room by room occupancy hazards and ceiling types per zone in tabular format, general description of system, applicable NFPA codes listing, sprinkler type per ceiling and application;
- water demand data, including design density, hose allowance, and design area for each applicable occupancy hazard; and
- a note stating that system shall be hydraulically designed.

Plans shall not show sprinkler piping or heads, unless it is necessary for coordination or system definition in special applications.

3.6.12.3 Fire Protection Detail Drawings

Show on fire protection detail drawings:

- mechanical riser diagram, including all pipe sizes;
- electrical riser diagram;
- any necessary sections to show routing of piping or sprinkler head locations, fire service entrance detail, exterior wall and slab penetration details, hydraulic design data from flow test provided by Government, hydrant designations from flow test, and fire protection symbols list.

3.6.12.4 Site Plan

Site plan shall include:

- underground fire service main routing and size, from point of

connection at existing water main, to building entry point;
- and fire hydrant locations used in flow test.

Fire hydrants shall be labeled to match flow test designations shown on drawings and described in design analysis.

3.6.12.5 Life Safety Plan

Show on Life Safety Drawing:

- location of fire separation walls, column, floor and roof protection,
- path of travel for emergency egress and panic exits,
- access to building for fire fighting,
- rated doors and windows,
- requirement for mechanical and electrical penetrations through fire separation walls and floors,
- placement of fire extinguishers, and
- occupancy types.

3.6.13 ENVIRONMENTAL

The following items shall be developed and provided by the Contractor for the 50 percent submittal:

Basic Stormwater Pollution Prevention Plan

If required, the Contractor shall submit for Government review and approval a basic stormwater pollution prevention plan developed in accordance with Section 01410 ENVIRONMENT PROTECTION, 01420 STORMWATER NPDES PERMIT REQUIREMENTS, and Section 01421 OUTLINE OF A BASIC STORM WATER POLLUTION PREVENTION PLAN.

Plans for Storm Water Controls and Implementation of Pollution Prevention Plan

The Contractor shall also provide drawings that describe stormwater control details to be used and denote where these stormwater controls will be implemented during the various phases of construction of the new dining facility and demolition of the old facility. Drawings shall meet the format requirements described earlier in this section and be 100 percent complete.

Design Analysis

The Contractor shall prepare a Chapter in the Design Analysis entitled: "Environmental Protection Compliance". This Chapter shall summarize how the project complies with all environmental laws and regulations. As a minimum, the Chapter shall include the following:

- a. The Permitting and/or Approving Authority(ies).
- b. Construction/Operating Permits, Notices, Reviews and/or Approvals required. If, when checking with the agencies, a permit, notice or approval is not required, include a copy of the telephone

conversation memorandum or letter from the agency.

c. Time required by the permitting agency(ies) to process the application(s) and issue the permits.

d. Fee schedule including filing/application fees, review fees, emissions fees, certification testing, etc.

e. Monitoring and/or compliance testing requirements.

f. Actual Environmental regulations governing the applications, exemptions, variances, etc. or at a minimum a brief summary of the regulation and title.

3.6.14 FOOD SERVICE EQUIPMENT

3.6.14.1 Drawings

50 percent Food Service Equipment drawings submittal shall be a complete set of drawings. Refer to RFP Attachments for information and format.

a. Food Service Equipment Plan

Provide a double line Composite Floor Plan of the entire building, drawn the largest scale practicable to include the entire building on a single sheet. All Equipment shall be graphically shown, key-noted, and coordinated with the Architectural Floor Plan, Food Service Equipment Schedules and Food Service Equipment Detail Sheets.

b. Food Service Equipment Schedules

Provide description, quantities, class, size, electrical information, plumbing information, comments, and comments key list of each food service equipment as shown in Food Service Equipment Plan

c. Food Service Equipment Details

Provide enlarged plans, elevations, and details of custom fabricated units of Food Service Equipment as noted in Comments of Food Service Equipment Schedules. Provide dimensions, notes, and section cuts for these details.

3.6.14.2 Specifications

Provide and coordinate the Chapter E12 FOOD SERVICE EQUIPMENT with the drawings and schedules.

3.6.14.3 Manufacturer Catalog Cut Sheets

Provide manufacturer catalog cut sheets on each item of food service equipment and tag on each sheet the equipment item number that coordinates with the plans, schedules, and specifications.

3.7 100 PERCENT DESIGN REQUIREMENTS

3.7.1 Submittal Register

Prepare a complete a Submittal Register using ENG Form 4288 "Submittal Register" as specified in Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES and paragraph CONSTRUCTION SPECIFICATIONS, subparagraph "Submittal Register," of this Section, listing submittals for all specification sections that require submittals. Submit four hard copies and on the CD-ROM disk the updated submittal register files and program for this design submittal and the final submittal.

3.7.2 Specifications

The technical specifications shall be complete, fully coordinated with the drawings, and include all work. Special sections shall be prepared to cover those subjects for which no pattern guide specifications are available. Notes to the Designer that accompany specifications shall be used in editing technical guide specifications. Specifications shall be in final form for construction and include all changes requested during the 50 percent review stage.

3.7.3 Design Analysis

The Design Analysis shall include the basic information presented in the previous submittal, corrected to reflect changes in content made in response to review comments. Outline specifications shall be omitted from the Final Design Analysis as the information is included on the final drawings and construction specifications. The design analysis shall be written in the present tense and will comply with Chapter IX, SWD AEIM.

3.7.4 (AM#1) Commissioning Plan

(AM#1) Submit the Commissioning Plan for activation of the facility as required by Section (Chapter) 00830 DESIGN AND CONSTRUCTION PROCEDURES.

3.7.5 CIVIL

3.7.5.1 Civil Drawings

The drawings shall be complete, include all necessary and required details, thoroughly checked, and fully coordinated with the technical Specifications and all other Construction Documents. Previous comments and applicable criteria changes shall have been incorporated into the design.

3.7.6 LANDSCAPING

3.7.6.1 Drawings

a. Landscape Plan

A Landscape Plan showing trees, shrubs, ground covers, seeded and sodded areas, shall be prepared. The Landscape Plan shall be prepared by a licensed Landscape Architect. The Contractor shall provide a landscape plan that is in accordance with the Installation Design Guide and the Historic Landscape Management Plan for Fort Sam Houston. The project site

is within the Area of Potential Effect and requires a continuous, vegetative screen along the project limits to serve as a visual buffer between the project site and the adjacent historic districts. The Contractor shall specify types of plant materials selected from Recommended Plant List (Attachment G) that are locally grown, commercially available and acclimated to the project environment. The Landscape Plan shall include a plant materials schedule or listing. This schedule shall include botanical names, common names, key, size and the method of transplanting. The Landscape Plan shall also show all unsurfaced ground areas disturbed by construction within the project limits with these areas shown to be seeded, sodded, or mulched as required.

b. Landscape Details

The Contractor shall provide designs and details as necessary for required site furnishings and accessories.

c. Sprinkler Irrigation Systems

Sprinkler irrigation plan shall designate the trees, shrubs, bushes, ground cover, and lawn area to be irrigated. Provide flow and pressure requirements. Also include appropriate details.

3.7.7 ARCHITECTURAL

3.7.7.1 Drawings

The drawings shall be complete, include all necessary and required details, thoroughly checked, and fully coordinated with the technical Specifications and all other Construction Documents. Previous comments and applicable criteria changes shall have been incorporated into the design. Removal work and details should be shown on separate drawings. The contract drawings shall fully describe the type and the scope of work required. The layout of individual sheets and the organization of the assembled set shall follow and communicate a logical sequence. General information shall be presented first, progressing to more detailed information. When assembling details, begin in the upper left-hand corner of the sheet with letters progressing to the right and down. When dimensioning, use arrowheads, not dots or slashes. Where major structural elements are included as parts of architectural detailing, do not indicate sizes. These elements must be fully defined in the structural design documents. See 50% Architectural drawing submittal requirements for drawing scales of remaining drawings to be submitted. Include all drawings from the 50% submittal plus any additional detail drawings required for complete 100% design. These include but not be limited to the following:

- Interior Elevations and Details
- Door Details
- Window Details
- Louver Details
- Roof Details
- Stair Details
- Casework Plans, Elevations, and Details
- Wall Plan Details and Plan Details

Fire Wall Details and Penetration Conditions
Sound Wall Details and Penetration Conditions
Sealant Details
Ceramic Tile Details
Ceiling Details
Control/Expansion Joint Details
All Miscellaneous Details

3.7.8 INTERIORS

3.7.8.1 Drawings

Updates required as a result of the 50 percent review indicating proposed furniture layout shall be incorporated into the drawings by the use of dashed lines.

3.7.8.2 Building Related Interior Design (SID)

Updates as a result of the 50% review conference shall be made to the SID Notebooks.

3.7.9 STRUCTURAL

3.7.9.1 Drawings

Final drawings shall be complete, thoroughly checked, and fully coordinated with the other disciplines, specifications and all other construction documents. Previous comments and applicable criteria changes shall have been incorporated into the design. The drawings shall be complete with all plan views, sections, details, schedules, diagrams, and notes necessary for the construction of the project. For structural steel framing, the drawings shall meet the requirements for design drawings set forth in the AISC Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings. All structural steel members and connections shall be fully detailed. For structural concrete, the drawings shall conform to the standards for engineering (design) drawings set forth in the ACI SP-66, ACI Detailing Manual. For precast concrete, the drawings shall comply with the requirements set forth in the PCI Mnl-120, PCI Design Handbook. Additionally, those items described below which are applicable to the design shall be incorporated into the drawings.

a. Grid Systems, Dimensions, and Floor Elevations

Each foundation and slab plan and roof framing plan shall have an alpha-numeric grid system aligned with any in-wall columns or pilasters, or with load bearing and non-load bearing walls, as applicable. The same grid system shall be used for all plan views. Each plan view shown shall have all necessary dimensions. On plan views, the dimensions shall define the location of grid lines, offsets, and all structural elements, as well as the overall sizes of the structure. The finish elevation of the floor slab shall be indicated as 100 000 mm, and elevations for foundations, walls and roof members shall be referenced to this basic elevation.

b. Plan Sheets

(1) Foundation and Slab Plans

Foundation and slab plans shall show the size and location of all foundation elements, such as foundation walls, grade beams and footings. Elevations for footings shall be indicated on the plan. Plans for slabs-on-grade and exterior stoop slabs at building entrances shall show location and type of joints, slab thicknesses and reinforcing, elevation of slab surfaces, and any other design features, such as equipment bases, heavy Lab equipments, isolated foundations and the in-slab electrical raceway, which affect the slab design.

(2) Roof Framing Plans

Roof framing plans shall be provided for all parts of the structure. Plans shall show the size, spacing, and location of all roof framing members, their supporting in-wall columns, pilasters or walls, all auxiliary members such as bracing and bridging, and the size and location of all major openings through the roof. Plans shall show support system for satellite dishes.

c. Elevation Views, Sections and Details Sheets

Elevation views, sections and details necessary to illustrate fully the design shall be provided. Some requirements peculiar to the various structural materials are described below.

(1) Concrete

Include elevation views as necessary, plus sections and details to show the outlines of concrete cross-sections, reinforcing bar arrangements, concrete cover for rebar, installation of embedded items, and joint construction. All lap splice and embedment lengths for reinforcing bars shall be clearly indicated on the drawings. A sill detail for each foundation condition at exterior and interior doors shall be provided.

(2) Masonry

Wall reinforcing shall be located and identified on plans, in section cuts, elevation views or in schedules. Structural elevations when needed shall be included to clarify the construction requirements for masonry reinforcement, especially the reinforcement around wall openings. Details applicable to the project shall be shown on the structural drawings. Listed below are some frequently required masonry details, most of which are shown in ICBO-01, Uniform Building Code, and on the Typical Masonry Sheets. The Typical Masonry Sheets will be provided to the successful offeror upon request and may be edited and incorporated into the final drawings as needed. Additional details as required shall be extracted from other sources and incorporated into the final drawings. All details shall be fully edited to reflect the specific requirements of this project. Supplemental details shall be added as necessary to complete the design.

Masonry Details Frequently Used

- Masonry Control Joint (MCJ).
- Control Joint at Bond Beam.
- Bond Beam Corner Reinforcement.
- Seismic Reinforcement Around Wall Openings.
- Wall Reinforcement Details for 1 and/or 2 bar-per-cell stiffeners.
- Doweled or Other Connection of Masonry to Foundation, Floor, Roof or Bond Beam.
- Bond Beam (or Steel) Lintels and Bearing Details
- Lateral Support Detail for Top of Masonry Partition Walls. (lateral support locations must be shown on framing plan sheets.)
- Steel Joist Bearing

(3) Structural Steel, Steel Joists, and Steel Decking

Structural steel connections shall be fully detailed and shown on the drawings. The anchorage of beams, trusses, joists, and steel deck to walls or other bearings, and the extra framing or reinforcement required at deck openings shall also be detailed. Notes, details, or schedules on the drawings shall indicate the steel deck attachment method to be used, and shall give the size and spacing for perimeter, side lap, intermediate supports and end lap attachments. Welded connections shall be detailed using standard weld symbols illustrated in AWS D1.1. All applicable weld sizes, spacing, types, contours and finishes shall be shown.

(4) Cold-Formed Steel Studs

Cold-formed steel connections shall be fully detailed and shown on the drawings. The anchorage of studs to top and bottom runners, of top and bottom runners to supporting members, and the extra framing at openings shall also be detailed. Notes, details, or schedules on the drawings shall indicate the steel stud and runner dimensions, spacing, and attachments.

d. Schedules

(1) Foundation Schedules

Foundation schedules for footings or grade beams shall be included, as applicable. The schedule shall include all pertinent information required for the foundation system being used.

(2) Framing Schedules

For concrete framing, beam and column schedules shall conform to the requirements of the ACI Detailing Manual. For structural steel framing, provide a column schedule complete with design loads at splices, if any, and at column bases, plus a tabulation of the loads, shears, moments and/or axial loads to be resisted by the beams and their connections.

e. Equipment Loads

All equipment loads which exceed 80 kg and are not supported by concrete slab-on-grade, shall be identified on the drawings by showing equipment

locations, total weights, and reaction loads at support points.

f. Notes

(1) Design Notes

Under the heading "Designer's Notes," the structural drawings shall contain notes which begin:

"The structural design was prepared using the following data:".

The data then listed shall include the structural loading criteria used for design, such as roof and floor live loads, snow load design parameters, wind speed and wind load design parameters, seismic design parameters (Zone Z, I, Rw, C, and S values), allowable soil bearing pressures (as recommended by the foundation analysis), foundation design depth, design wind uplift pressures for steel joists and other data pertinent to future alterations. Also, to be listed are the ASTM designations and stress grades of the applicable structural materials: steel, masonry, concrete for each usage, reinforcing bars, and bolts.

(2) General Notes

Other notes, which direct the work to be performed, the materials to be used, etc., shall be grouped under the heading of "General Notes." Included in these notes should be a description of the building's structural system, if necessary.

3.7.10 MECHANICAL

The 100 percent final design submittal shall include all the information presented in the 50 percent submittal, updated to final design status, corrected to reflect any changes made in response to review comments, and shall include the additional requirements specified hereinafter. Any concerns in developing the final design documents shall be resolved prior to starting the final design stage.

3.7.10.1 Design Drawings

The final design drawings shall be fully coordinated with the design analysis and specifications. Provide sufficient plans, piping diagrams and isometrics, mechanical room sections, water and air flow diagrams, details, schedules, control diagrams, sequences of operation, etc., as necessary to define the design requirements. Large-scale plans of congested areas shall be provided. Coordinate with architectural design for provision of access panels for all concealed valves, traps and air vents, etc. Floor plans shall use the architectural floor plans as a basis, with the building outline half-toned. The final design drawings shall include all the requirements and drawings defined for the 50 percent submittal. In addition, the following new drawing requirements and drawings shall be provided:

- a. Mechanical Abbreviation, Legend, and General Notes Sheet

On this sheet, include any mechanical general installation notes that may be required to clarify the construction intent that may not be readily apparent in the specifications or on the drawings. General notes may be provided on a separate sheet if space does not exist on the Abbreviation and Legend sheet.

b. Plumbing Drawings

Enlarged Toilet Room Plans: Enlarged toilet room plans showing all fixtures, water, waste, and vent piping shall be provided for each toilet area. Enlarged plans shall be drawn at a minimum 1:25 scale.

Plumbing Riser Diagrams: Plumbing water and Waste/Vent riser diagrams shall be provided for each toilet area. Riser diagrams shall be located on the same sheet as the respective enlarged toilet room plans.

c. Mechanical HVAC Drawings

Mechanical Room Sections: For each air handling unit within the mechanical room, a mechanical room section view shall be provided showing, but not limited to, all AHU components, ductwork connections/routing, and relationship to adjacent structural features.

3.7.11 ELECTRICAL

The 100 percent final design submittal shall include all the information presented in the 50 percent submittal, updated to final design status, corrected to reflect any changes made in response to review comments. It shall include the additional requirements specified hereinafter. Any concerns in developing the final design documents shall be resolved prior to starting the final design stage.

3.7.11.1 Drawings

The final design drawings shall be fully coordinated with the design analysis and specifications. Provide sufficient plans, electrical and UPS room sections, single-line diagrams, details, schedules, etc., as necessary to define the design requirements. Coordinate the electrical and communications design with the design for other disciplines. Floor plans shall use the architectural floor plans as a basis, with the building outline half-toned. The final design drawings shall include all the requirements and drawings defined for the 50 percent submittal. Drawing scale shall match architectural drawing requirements. Plans shall be legible at full-size. Drawings shall include the following:

a. Electrical Legend

Describe and/or define the electrical and communications symbols used in the plans.

b. Electrical Abbreviations

Define abbreviations used on the electrical plans (may be included in the

electrical legend).

c. Drawing Notes

Generally identified by a numerical label to further clarify or describe the design or design engineer's intent.

d. One-Line Diagram

Detail the complete electrical system with a simplified one-line diagram. The diagram shall show ratings of major equipment including short circuit ratings.

e. Riser Diagram

Illustrate the electrical equipment locations.

f. Power Plan

Detail the electrical wiring for outlets other than lighting. Identify rooms by name and number.

g. Not Used

h. Not Used

i. Lighting Plan

Detail the electrical wiring and switching for lighting. Identify rooms by name and number.

j. Lighting Fixture Schedule

Detail the lighting fixture types to be provided.

k. Panelboard Schedules

Detail the circuits and circuit breakers or fuse locations in various panelboards. Panelboard schedules shall include the designation, location, mounting (flush or surface), number of phases and wires, voltage, capacity and total connected and demand load. Indicate the trip rating, frame size, interrupting rating and number of poles for each circuit breaker in the panelboards. List the circuit number, circuit description and load for each branch circuit. Include estimated maximum demand for each panel and for entire building and other relative information which will help clarify questionable items on the plans and specifications.

l. Emergency Systems

Detail electrical requirements for emergency systems such as emergency lighting, emergency generators and UPS.

m. Site Plan

Detail the connection to switchgear, vaults, and underground electric and communications duct routes. Show utilities the underground electric lines and communications ducts will cross.

n. Communications System

Detail audio/visual requirements such as intercoms, cable TV, or computer data.

o. Not Used

p. Not Used

r. Grounding System

Detail grounding electrode locations, grounding conductors and bond locations and types.

s. Cathodic Protection System

Detail test points, sacrificial anode systems, impressed current systems, etc.

t. Miscellaneous Details

Provide communications manhole details, electric vault details, special light fixture details, etc.

3.7.12 FIRE PROTECTION

The 100 percent final design submittal shall include all the information presented in the 50 percent submittal, updated to final design status, corrected to reflect any changes made in response to review comments, and shall include the additional requirements specified hereinafter. Any concerns in developing the final design documents shall be resolved prior to starting the final design stage.

3.7.13 ENVIRONMENTAL

Removal of hazardous material from Building 2789 (Existing Dining Facility) prior to demolition shall be accomplished with the Contract's Environmental Survey, specifications, and drawings.

3.8 ATTACHMENTS

Attachments A, B, and C follow this page.

3.8.1 ATTACHMENT A

CODE ANALYSIS

UNIFORM BUILDING CODE (UBC) AND NFPA "LIFE SAFETY CODE" ANALYSIS

LIFE SAFETY AND FIRE PROTECTION IS AN INTEGRAL PART OF EVERY FACILITY DESIGN. RECOGNIZED CODES AND ACCEPTED SAFETY STANDARDS SHALL BE FOLLOWED IN THE DESIGN OF ALL FACILITIES. OF THE VARIOUS CODES AND SAFETY STANDARDS THE NATIONAL FIRE PROTECTION ASSOC. (NFPA) "LIFE SAFETY CODE" SHALL TAKE PRECEDENCE. ALL APPLICABLE REQUIREMENTS OF THE LIFE SAFETY CODE SHALL BE INCORPORATED INTO EACH DESIGN. FOR TYPE OF CONSTRUCTION, FIRE AREA LIMITATIONS, AND ALLOWABLE BUILDING HEIGHTS THE DESIGN SHALL FOLLOW THE UNIFORM BUILDING CODE (UBC).

CHECK LIST

PROJECT NAME _____ DATE _____

LOCATION _____

3.8.1.1 UNIFORM BUILDING CODE ANALYSIS

3.8.1.1.# OCCUPANCY CLASSIFICATION (See Table 5A):

Area:	Classification:
(GROUP: _____):	Div. _____
(GROUP: _____):	Div. _____
(GROUP: _____):	Div. _____

PRINCIPAL OCCUPANCY _____

OTHERS (SPECIFY) _____

3.8.1.1.# TYPE OF CONSTRUCTION :

3.8.1.1.# OCCUPANCY SEPERATION REQUIRED (SEE TABLE 5-B):

_____	TO	_____	=	_____	HRS
_____	TO	_____	=	_____	HRS
_____	TO	_____	=	_____	HRS
_____	TO	_____	=	_____	HRS

3.8.1.1.1.# FIRE RESISTANCE OF EXTERIOR WALLS: (SEE TABLE 5-A)

NORTH _____
SOUTH _____
EAST _____
WEST _____
OTHER _____

3.8.1.1.1.# OPENINGS IN EXTERIOR WALLS: (SEE TABLE 5-A)

NORTH _____
SOUTH _____
EAST _____
WEST _____
OTHER _____

3.8.1.1.1.# MAX. ALLOWABLE FLOOR AREA (SEE TABLE 5-C):

ALLOWABLE:

IF SPRINKLERED: _____

ALLOW. AREA INCREASES _____

CALCULATED ACTUAL FLOOR AREA:

Floor	Square Footage
-------	----------------

Totals:

3.8.1.1.1.# MAX. ALLOWABLE HEIGHT (SEE TABLE 5-D):

METERS (FEET): _____

STORIES: _____

Proposed Height of Building: _____

Actual No. of Stories: _____

3.8.1.1.1.# COMMENTS:

DESIGNER: _____

3.8.1.2 NFPA 101 "LIFE SAFETY CODE"

3.8.1.2.# CLASSIFICATION OF OCCUPANCY:

HAZARD OF CONTENTS:

LOW _____

ORDINARY _____

HIGH _____

3.8.1.2.# FIRE RESISTIVE REQUIREMENTS:

EXTERIOR WALLS: _____ HRS _____

INTERIOR WALLS: _____ HRS _____

STRUCTURAL FRAME: _____ HRS _____

VERTICAL OPENINGS: _____ HRS _____

FLOORS: _____ HRS _____

ROOFS: _____ HRS _____

EXTERIOR DOORS: _____ HRS _____

EXTERIOR WINDOWS: _____ HRS _____

BOILER ROOM ENCLOSURE _____ HRS _____

OTHER (LIST) _____ HRS _____

_____ HRS _____

_____ HRS _____
_____ HRS _____

3.8.1.2.# MEANS OF EGRESS:

OCCUPANCY LOAD FACTOR: _____

OCCUPANCY	FACTOR	ACTUAL AREA	ACTUAL LOAD
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3.8.1.2.# NUMBER OF EXITS REQUIRED:

3.8.1.2.# MINIMUM WIDTH OF EXITS:

CALCULATED: _____

ACTUAL: _____

3.8.1.2.# MAXIMUM ALLOWABLE TRAVEL DISTANCE TO EXIT:

WITH SPRINKLERS: _____

3.8.1.2.# EXIT DOORS:

MINIMUM WIDTH ALLOWED: _____
MAXIMUM LEAF WIDTH ALLOWED: _____
WIDTH REQUIRED FOR NO.OF OCCUPANTS: _____

3.8.1.2.# EXIT CORRIDORS:

MAX. COMMON PATH OF TRAVEL: _____
MINIMUM ALLOWABLE WIDTH: _____

REQUIRED TO HAVE EXIT AT EACH END OF CORRIDOR?

DEAD END CORRIDORS ALLOWED? _____

MAXIMUM LENGTH: _____

WALL FIRE RESISTANCE REQUIRED: _____

DOORS & FRAME FIRE RESISTANCE REQUIRED:

3.8.1.2.# STAIRS:

MINIMUM WIDTH _____ FOR OCCUP. LOAD OF _____

MAX. RISER ALLOWED: _____

MINIMUM TREAD ALLOWED: _____

LANDINGS:

MIN. SIZE: _____

MAX. VERTICAL DIST. BETWEEN LANDINGS: _____

REQUIRED HEIGHT OF RAILINGS:

HANDRAILS:

REQUIRED AT EACH SIDE? _____

INTERMEDIATE RAIL REQUIRED? _____

HEIGHT ABOVE NOSING _____

INTERMEDIATE RAIL REQUIRED? _____

MAX. SPACE ALLOWED BETWEEN RAILS: _____

STAIR ENCLOSURE REQUIRED? _____

STAIR TO ROOF REQUIRED? _____

STAIR TO BASEMENT REQUIRED? _____

3.8.1.2.# HATCHWAY ACCESS TO ROOF REQUIRED? _____

3.8.1.2.# LADDER ACCESS TO ROOF REQUIRED?

3.8.1.2.# HORIZONTAL EXIT REQUIREMENTS:

3.8.1.2.# PROTECTION OF OPENINGS NEAR EXTERIOR STAIR EXIT DOORS:

3.8.1.2.# SMOKEPROOF ENCLOSURE REQUIRED:

3.8.1.2.# RAMPS:

MAX. SLOPE TO USE AS EXIT _____
HANDRAILS REQUIRED? _____

3.8.1.2.# COMMENTS:

DESIGNER: _____

FOLLOWING IS A LIST OF ADDITIONAL "NFPA" CODES THAT ARE COMMONLY USED.
INDICATE WHICH OF THESE CODES ARE USED AND ADD THOSE REQUIREMENTS TO THIS
ANALYSIS.

NFPA 10	FIRE EXTINGUISHERS, PORTABLE
NFPA 75	COMPUTER/DATA PROCESSING FACILITIES
NFPA 80	FIRE DOORS AND WINDOWS
NFPA 88A	PARKING STRUCTURES
NFPA 409	AIRCRAFT HANGARS
AFM 88-4	DATA PROCESSING FAC. DESIGN AND CONST.
AF ETL 89-3	FIRE PROTECTION CRITERIA FOR ELECTRONIC

[Typed Name and Signature of the
Licensed Architect/Engineer of Record]
[Professional Seal of the Licensed Architect/Engineer of Record]

3.8.2 ATTACHMENT B

ADA ARCHITECTURAL DESIGN CHECKLIST

Project Name: _____
Project Location: _____
Design Phase: _____

ITEM
INCORP N/A
LATER
NO.

1. Established with the Base/owner of the facility the requirements for handicap accessibility. _____
2. Received a waiver for no handicap accessibility requirements on the facility. _____
3. Facility is designed utilizing:
New Construction Criteria _____
Building Alteration Criteria _____
Historic Building Preservation Criteria: _____
4. Accessible Route (egress/corridors/halls/aisles).
 - Provided minimum fire egress routes. _____
 - Provided minimum site accessible routes. _____
 - Provided proper clearance widths. _____
 - Provided proper floor level changes. _____
 - Provided proper floor materials. _____
 - Provided protection from protruding objects. _____
5. Ramps:
 - Maximum slopes less than 1:12 _____
 - Maximum run less than 30 feet for 1:12 slopes _____
40 feet for 1:16 slopes _____
 - Minimum clear width exceeds 914mm. _____
 - Provided proper edge protection. _____
 - Provided handrails of proper configuration and diameter. _____
 - Provided proper handrail extensions at top and bottom of ramp. _____
 - Provided handrails at proper mounting _____

- heights. _____
- Provided proper landings. _____
- Provided proper cross slope on ramp surface. _____

ITEM
 INCORP
 N/A
 LATER
 NO.

6. Stairs:

- Protected the space below stairs from access by the blind. _____
- Provided handrails of proper configuration and diameter. _____
- Provided proper handrail extensions at top and bottom of stairs. _____
- Provided handrails at proper mounting heights. _____
- Provided treads greater than 280mm in width. _____
- Provided Proper nosings. _____

7. Elevators:

- Provided buttons and lanterns at the proper mounting height. _____
- Provided Braille characters. _____
- Provided proper door widths. _____
- Provided proper clearance inside elevator car. _____

8. Doors And Hardware:

- Provided proper door widths. _____
- Provided proper clearance on both sides of jambs. _____
- Entrance vestibules provided with adequate clearances. _____
- Provided levers on locksets and exit hardware. _____
- Provided closers with mechanical adjustments. _____
- Provided accessible thresholds. _____
- Provided protection plates on doors heavily used by wheel chair bound people. _____

ITEM INCRP NO.	N/A	LATER			
9.			Toilet Facilities:		
			- Provided proper floor clearance through out the toilet rooms.	_____	_____
			- Provided minimum number of required accessible fixtures.	_____	_____
			- Provided accessible toilet stalls.	_____	_____
			- Provided stall doors with correct direction of swing.	_____	_____
			- Provided accessible water closets.	_____	_____
			- Provided grab bars at accessible water closets.	_____	_____
			- Provided grab bars with correct configuration and dimension.	_____	_____
			- Provided accessible sinks/lavatories.	_____	_____
			- Provided accessible urinals.	_____	_____
			- Provided accessible water coolers and fountains.	_____	_____
			- Provided accessible mirrors.	_____	_____
			- Provided accessible toilet accessories at required locations.	_____	_____
			- Provided all fixtures and accessories at proper mounting heights and clearances.	_____	_____
			- Provided insulated or protected exposed pipes at lavatories.	_____	_____
10.			Shower/Tub Facilities:		
			- Provided the minimum number of accessible showers/tubs.	_____	_____
			- Provided showers/tubs with grab bars.	_____	_____
			- Provided showers/tubs with seats as required.	_____	_____
			- Provided controls mounted at the proper height and location.	_____	_____
			- Provided proper clearances and dimensions in showers/tubs.	_____	_____
			- Provided proper floor clearance through out shower/tubs rooms.	_____	_____
			- Provided doors with correct direction of swing and clearance.	_____	_____

ITEM NO.		INCORP	N/A	LATER
11.	Storage:			
	- Provided accessible cabinets, shelves, closets, and drawers as required.	_____	_____	_____
	- Provided proper clearance, mounting heights, and reach provisions.	_____	_____	_____
12.	Telephones and Vending:			
	- Provided the minimum number of required accessible public telephones.	_____	_____	_____
	- Provided proper floor clearance around telephone.	_____	_____	_____
	- Phone and controls mounted at proper heights and within reach.	_____	_____	_____
	- Provided vending machines on an accessible route.	_____	_____	_____
	- Provided vending machines with accessible clearances and protruding object safe guards.	_____	_____	_____
13.	Fixed Or Built-in Seating And Tables:			
	- Provided the minimum number of accommodations for accessibility in areas which required fixed furniture.	_____	_____	_____
	- Provided proper floor clearance around furniture.	_____	_____	_____
	- Provide proper knee space at tables.	_____	_____	_____
	- Provided tables and counters with proper top surface heights.	_____	_____	_____
14.	Assembly Areas:			
	- Provided the minimum number of accessible seating spaces.	_____	_____	_____
	- Provided seating which is easily accessible to emergency egress.	_____	_____	_____
	- Provided companion seating.	_____	_____	_____
	- Integrated and dispersed accessible seating with the rest of the seating.	_____	_____	_____
	- Provided accessible dressing rooms.	_____	_____	_____
	- Provided level floor surface at accessible seat locations.	_____	_____	_____
	- Provided clear ground or floor space at accessible seat locations	_____	_____	_____
	- Provided access to all performing areas and associated spaces.	_____	_____	_____

ITEM NO.		INCORP	N/A	LATER
15.	Dining Halls And Cafeterias:			
	- Provided the minimum number of accessible dining spaces.	_____	_____	_____
	- Provided accessible counters and bars.	_____	_____	_____
	- Provided accessible aisles between tables or walls.	_____	_____	_____
	- Provided clear floor space at accessible dining locations.	_____	_____	_____
	- Provided accessible food service lines meeting minimum clearances and reaches.	_____	_____	_____
	- Provided accessible tableware and condiment areas.	_____	_____	_____
	- Provided raised speaker platform with protected edges.	_____	_____	_____
16.	Medical Care Facilities:			
	- At least 10% of the general patient rooms are accessible.	_____	_____	_____
	- Provided the number of accessible patient rooms as required for specialized treatment, long term care, or alterations of existing patient rooms.	_____	_____	_____
	- Provided at least one accessible entrance with weather protecting canopy or roof overhang.	_____	_____	_____
	- Provided minimum clearances within the patient rooms and around the beds.	_____	_____	_____
	- Provided accessible patient toilet/bath rooms.	_____	_____	_____
17.	Business And Mercantile:			
	- Provided at least one accessible sales counter, services counter, teller, information window, etc.	_____	_____	_____
	- Security bollards when provided, do not prevent access or egress to people in wheel chairs.	_____	_____	_____
18.	Libraries:			
	- Provided access to all reading and stack areas, reference reference rooms, reserve areas, and special facilities or collections.	_____	_____	_____
	- Provided at least 5% or a minimum of one of each element or fixed seating, tables, or study carrels as accessible	_____	_____	_____
	- Provided at least one lane of check out areas as accessible.	_____	_____	_____
	- Provided adequate clearance and reach distances at card catalogs and magazine displays.	_____	_____	_____

- Provide stacks with minimum clear aisle width. _____

ITEM NO.		INCORP	N/A	LATER
19.	Temporary Lodging:			
	- All common and public use areas are accessible.	_____	_____	_____
	- Provided accessible units, sleeping rooms, and suites.	_____	_____	_____
	- Provided sleeping accommodations for persons with hearing impairments.	_____	_____	_____
	- Provided a dispersed class and a range of room options.	_____	_____	_____
	- Provided accessible rooms in ADAL projects.	_____	_____	_____
	- Provided an accessible route to accessible sleeping rooms.	_____	_____	_____
	- Provided accessible clearance widths within sleeping rooms and around beds.	_____	_____	_____
	- Provided accessible doors within accessible sleeping rooms.	_____	_____	_____
	- Provided accessible fixed or built-in furniture and storage units.	_____	_____	_____
	- Provided accessible controls throughout accessible units.	_____	_____	_____
	- Where provided as part of an accessible unit each of the following were provided as accessible: living area, dining area, at least one sleeping area, patio/terrace, balcony, toilet/bath, and carport/garage/parking.	_____	_____	_____
	- Where provided as apart of an accessible unit, the kitchen, kitchenettes, wet bars, or similar amenities were also provided with accessible features.	_____	_____	_____
	- Provided visual alarms, notification devices, and accessible telephones.	_____	_____	_____
	- Provided accessible doors and doorways designed to allow passage into and within all sleeping units or other covered units.	_____	_____	_____

20. Transportation Facilities:

(This section covers Air, Rail, and Bus public transportation facilities. See Section 10 of the ADA Guide for specific requirements for these facilities)

3.8.3 ATTACHMENT C

MECHANICAL ROOM SIZE FORM

**NOTE: Mechanical Systems Design Documents and Guides -
Mechanical Room Size Form**

**At the final design stage, the mechanical designer shall
fill out this Mechanical Room Size Form and include it in
the final design calculations.**

The information submitted on this sheet shall be placed in a data base for future use on similar DoD, COE project. (The data base shall be used to help determine appropriate mechanical room sizes). Include this sheet in the final design calculations.

Project:

Location:

Engineer:

Gross floor area of building:

Gross square footage includes (the entire building) stairs, corridors, etc.

Floor area of mechanical room:

Percent of gross building area is the mechanical room size:

Type of facility:

Sources of energy (E, G, S):

Mechanical equipment:

List of equipment outside the mechanical room and location:

Is the mechanical room too small?

Does the User think the mech room is too small? (Y, N, Don't know)

Additional remarks:

Abbreviations:

AC - air compressor
AHU - air handling unit

B - boiler
CU - air cooled condensing unit
DF - direct fired
DX - direct expansion chilled water heat exchanger
E - electric
FC - fan coil unit
FP - fire protection
G - natural gas or propane
HX - heat exchanger
LC - liquid chiller
MUA - make up air unit
UH - unit heater
ST - domestic hot water storage tank
S - steam

-- End of Section --

SECTION 01451

CONTRACTOR QUALITY CONTROL
11/2000
AMENDMENT NO. 0001

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 3740 (1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise

acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph

requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract

file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of one years construction experience on construction similar to this contract or a construction person with a minimum of five years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

3.4.3.1 CQC Staff

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts and work crews involved with the construction. Except as required for specialized CQC personnel, these personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC

responsibilities and must be allowed sufficient time to carry out these responsibilities.

3.4.3.2 Specialized CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: food service installation supervisor. . This individual may be employees of the prime or subcontractor]; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. This individual may perform other duties but must be allowed sufficient time to perform assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

Area & Qualifications

a. Food Service Installation Supervisor

Food service installation supervisor, with 2 to 5 years experience in food service installation, shall be on site during installation of the food service equipment.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager **(AM#1) and the Alternate** shall have completed the course entitled "Construction Quality Management For Contractors". This class is mandatory for the Contractor's quality control manager **(AM#1) and the Alternate**. Certificates issued upon successful completion are valid for five years. This course is periodically offered at the Fort Worth District, Corps of Engineers Office, Federal Building, Room 1A03, 819 Taylor Street, Fort Worth, Texas. Attendees must be fluent in the English language (able to read and write) at the high school level.

Registration is required; call (817) 978-9998 or (817) 978-3870 for times and reservations. There is no charge for the course; however the Contractor will pay for travel and per diem costs.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERIES

Submittals, if needed, shall be made as specified in Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in

compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved. (Only coded A or B shop drawing submittals will be considered "as approved." Submittals other than those coded A or B required to be resubmitted will delay the preparatory phase meeting until they have been resubmitted and approved.)
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 72 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal

non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if : the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the

contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$2,000 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing of Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Government-contract laboratory designated by the Area Office.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Contract Requirement Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager and the CQC staff shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final

inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by

whom, and action taken.

- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 12 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

- a. Minimum construction quality control report and the required preparatory and initial inspection documentation.
- b. All tests of piping systems or portions thereof shall be recorded on the "Piping System Test Report".
- c. Built-up, Modified bitumen, and Elastomeric single-ply roofing operations, including materials used, shall be reported on "CONTRACTOR'S INSPECTOR ROOFING CHECK LIST AND TEST REPORT."
- d. Maintain current records of drilled pier construction and furnish to the Contracting Officer on a weekly basis detailed reports recorded on SWF Form 1175-J, "Construction Record Drilled Piers".
- e. When operation and maintenance instructions for equipment are furnished to Government representatives by the Contractor, the Contractor's representative shall record on a form similar to that attached hereto the applicable data, including the name, organization, and signature of each person attending the instructions.
Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

SAMPLE FORMS

Sample QC forms follow this page.

(Sample of typical Contractor Quality Control Report)

CONTRACTOR'S NAME
(Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract

No.: _____

Description and Location of work:

WEATHER: (Clear) (P. Cloudy) (Cloudy);
Temperature: _____ Min. _____ Max;
Rainfall _____ inches.

Contractor/Subcontractors and Area of Responsibility with Labor Count for Each

a. _____

b. _____

c. _____

d. _____

Equipment Data: (Indicate items of construction equipment, other than hand tools, at the job site, and whether or not used.)

1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in Table above. If no work is performed, report the reason.)

2. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken.)

a. Preparatory Inspection:

b. Initial Inspection:

c. Follow-up Inspections:

3. Test Required by Plans and/or Specifications performed and Results of Tests:

4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)

5. Remarks: (Cover any conflicts in plans, specifications, or instructions or any delay to the job.)

6. Results of Safety Inspection: (Include safety violations and corrective actions taken.)

Contractor's Inspector

Page 1

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Chief of Quality Control

NOTE:

DO NOT LEAVE REPORT ITEMS BLANK

Items 1. through 6. must be reported every day. If there is no other report on an item, enter the work "none" in the reporting space. Reports with items left blank will be returned as incomplete.

Page 2

PREPARATORY PHASE CHECKLIST

Contract No. _____ Date: _____

Definable Feature: _____ Spec Section: _____

Gov't Rep Notified _____ Hours in Advance Yes _____ No _____

I. Personnel Present:

Name	Position	Company/Government
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

(List additional personnel on reverse side)

II. Submittals

1. Review submittals and/or submittal log 4288.
Have all submittals been approved? Yes _____ No _____

If no, what items have not been submitted?

- a. _____
- b. _____
- c. _____

2. Are all materials on hand? Yes _____ No _____

If no, what items are missing?

- a. _____

- b. _____

- c. _____

3. Check approved submittals against delivered materials. (This should be done as material arrives.)

Comments _____

III. Material storage

Are materials stored properly? Yes _____ No _____

If No, what action is taken? _____

IV. Specifications

1. Review each paragraph of specifications.

2. Discuss procedure for accomplishing the work.

3. Clarify any differences.

V. Preliminary Work and Permits

Ensure preliminary work is correct and permits are on file.

If not, what action is taken? _____

VI. Testing

1. Identify test to be performed, frequency, and by whom.

2. When required?

3. Where required?

4. Reviewing Testing Plan.

5. Have test facilities been approved?

VII. Safety

1. Review applicable portion of EM 385-1-1.

2. Activity Hazard Analysis approved? Yes _____ No _____

VIII. Corps of Engineers comments during meeting.

CQC REP

PPC Page 3

INITIAL PHASE CHECKLIST

Contract No. _____ Date: _____

Definable Feature: _____

Gov't Rep Notified _____ Hours in Advance Yes _____ No _____

I. Personnel Present:

	Name	Position	Company/Government
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

(List additional personnel on reverse side)

II.

Identify full compliance with procedures identified at preparatory.
Coordinate plans, specifications, and submittals.

Comments

III. Preliminary Work. Ensure preliminary work is complete and correct.
If not, what action is taken?

IV. Establish Level of Workmanship.

1. Where is work located? _____

2. Is a sample panel required? Yes _____ No _____

3. Will the initial work be considered as a sample?

Yes _____ No _____

(If yes, maintain in present condition as long as possible.)

V. Resolve any differences.

Comments

VI. Check Safety

Review job conditions using EM 385-1-1 and job hazard analysis.

Comments _____

CQC REP

IC Page 3

PIPING SYSTEM TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF SYSTEM OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED SYSTEM HAS BEEN TESTED AS
INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN
THE CONTRACT SPECIFICATIONS.

SIGNATURE OF INSPECTOR _____

DATE _____

REMARKS: _____

CONTRACTOR'S INSPECTOR ROOFING CHECK LIST AND TEST REPORT
(For each day of roofing operations)

Date _____ Weather _____

Contract No. _____

All data required to be taken from labels on container:

1. Type of bitumen used with underlayment or insulation and area covered _____

2. Type of bitumen used with base sheet and area covered _____

3. Type of bitumen used for mopping 4-plyes _____

4. Type of bitumen used for flood coat or surfacing gravel _____

5. Type of thickness of insulation or underlayment used _____

6. Type of base sheet used _____

7. Type of felt used _____

8. Source of surface gravel and condition, wet, dry, clean _____

9. Roofing sample(s), location and weight _____

10. Bitumen sample furnished to the Government, quantity and type _____

11. Bitumen temperature checks, type of asphalt, time taken, maximum
temperature specified _____

12. Are brooms being used? Yes _____ No _____

13. Bituminous cement used, type and usage _____

14. Area covered _____

Contractor's Approved Authorized
Representative

Quality Control Inspector

-- End of Section --

The Contractor shall be responsible for the preparation, coordination, execution and submittal of all operation and maintenance manuals (O & M Manuals), including spare parts lists, special tools, inventories of equipment manuals and maintenance instructions, and shall conduct all training for operating and service personnel. Operation and maintenance manuals shall cover all system installations provided in this contract and shall be in sufficient detail to facilitate normal maintenance and troubleshooting by persons with minimum experience with the installed equipment.

(Am#1)

1.4.1 Training

The contractor shall provide operational and maintenance training for all systems furnished under this contract. The training will be for the operating and maintenance personnel. The training shall be put on by the system manufacturer. The training shall not take place until the operation and maintenance manuals are submitted and approved. The contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

1.4.2 Submittal Requirements

All of the above listed items required in the technical specifications shall be submitted to the Contracting Officer not less than 90 days prior to the scheduled contract completion date. Fully developed and approved operation and maintenance manuals shall be provided 30 days prior to scheduling training for operating and service personnel. The Contractor shall coordinate the content of each instruction period required in the technical specifications with the Contracting Officer's Representative prior to the actual start of the training period.

1.4.2.1 Video taping of Training for Operating and Service Personnel

Each instruction or training period as discussed above, shall be video taped in VHS FORMAT by the Contractor. The taping shall include the entire session(s). The original video tape(s) shall be labeled and turned over to the Contracting Officer. The video camera and tapes utilized by the Contractor, shall be of a quality to enable clear and understandable playbacks of the recorded events.

1.4.2.2 Draft O & M Manuals

On those systems where complete and comprehensive operation and maintenance manuals cannot be fully developed until the system(s) is checked, tested, and/or balanced, and the checking, testing, and/or balancing has not been done when submittals are required, a proposed draft of those system manual(s) shall be submitted. 10 percent of the each subsequent scheduled progress payment will be retained until the complete O & M Manuals submittal package have been submitted and approved. Submit fully developed O & M Manuals of the drafts for approval after the systems have been checked, tested, and/or balanced.

1.4.2.3 Commencement of Warranty of Construction

Failure to submit all specified O & M manuals, spare parts listings, spare parts, special tools, inventories of installed property, and training video tapes in a timely manner will be considered as delaying substantial completion of the work. Commencement of warranty under the Special Contract Requirement Clause WARRANTY OF CONSTRUCTION WORK will not occur until all these items are delivered and approved by the Contracting Officer, but not earlier than the date of final acceptance of the work by the Government. When the O & M Manuals with drafts are approved they will not constitute a reason for delaying the start of the warranty period.

1.4.3 Government Possession of Work

The Government may take possession of any completed or partially completed work as provided for under Contract Clause entitled "USE AND POSSESSION PRIOR TO COMPLETION." If the installed equipment and/or systems thereto, have not been accepted by the Government due to the Contractor's failure to submit the above specified items, the Contractor shall operate and maintain such plant or system at no additional cost to the Government until such time that the specified items have been received, approved and any subsequent testing, check-out and/or training has been completed.

1.5 PREPARATION AND SUBMISSION OF OPERATION AND MAINTENANCE MANUALS

This paragraph establishes general requirements for the preparation and submission of equipment operating, maintenance, and repair manuals as called for in the various sections of the specifications. Specific instruction(s) relating to a particular system or piece of equipment shall be incorporated into the manuals in accordance with the applicable technical specification.

1.5.1 General Requirements

Furnish operations and maintenance manuals on CD-ROM disk along with a single hard copy. Documents on the CD-ROM disk shall be in portable document format (.pdf); all printed and graphic documents, drawings, and illustrations shall be legible. Hard copy requirements are specified below.

1.5.1.1 Hard Cover Binders

The manuals shall be permanently bound and have a hard cover. The following identification shall be inscribed on the cover: the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUAL:" and the name, building number, location, and indication of utility or systems covered. Manuals shall be approximately 216 mm by 279 mm (8-1/2 by 11 inches) with large sheets folded in and capable of being easily pulled out for reference. All manuals for a single facility must be similar in appearance.

1.5.1.2 Warning Page

A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be

placed inside the front cover, in front of the title page.

1.5.1.3 Title Page

The title page shall show the name of the preparing firm (designer or contractor) and the date of publication.

1.5.1.4 Table of Contents

Provide in accordance with standard commercial practice.

1.5.2 Equipment Operating, Maintenance, and Repair Manuals

1.5.2.1 General

Separate manuals shall be provided for each utility system as defined hereinafter. Manuals shall be provided in the number of copies specified in the applicable technical section. Manuals shall include, in separate sections, the following information for each item of equipment:

- a. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates. Marked-up catalogs or catalog pages do not satisfy this requirement. Performance information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed.
- b. Catalog cuts showing application information.
- c. Installation information showing minimum acceptable requirements.
- d. Operation and maintenance requirements. Include adequate illustrative material to identify and locate operating controls, indicating devices and locations of areas or items requiring maintenance.
 - (1) Describe, in detail, starting and stopping procedures for components, adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions.
 - (2) Maintenance instructions describing the nature and frequency of routine maintenance and procedures to be followed. Indicate any special tools, materials, and test equipment that may be required.
- e. Repair information including diagrams and schematics, guidance for diagnosing problems, and detailed instructions for making repairs. Provide troubleshooting information that includes a statement of the indication or symptom of trouble and the sequential instructions necessary. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings.
- f. Parts lists and names and addresses of closest parts supply agencies.
- g. Names and addresses of local manufacturers representatives.

1.5.2.2 Facility Heating Systems

Information shall be provided on the following equipment: Boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

1.5.2.3 Air-Conditioning Systems

Provide information on chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

1.5.2.4 Temperature Control and HVAC Distribution Systems

a. Provide the information described for the following equipment:

Valves, fans, air handling units, pumps, boilers, converters, and heat exchangers, chillers, water cooled condensers, cooling towers, and fin-tube radiation.

b. Provide all information described for the following equipment:

Control air compressors, control components (sensors, controllers, adapters, and actuators), and flow measuring equipment.

1.5.2.5 Exterior Electrical Systems

Information shall be provided on the following equipment: Power transformers, relays, reclosers, breakers, and capacitor bank controls.

1.5.2.6 Interior Electrical Systems

Information shall be provided on the following equipment: Relays, motor control centers, switchgear, solid state circuit breakers, motor controller, and EPS lighting systems, control systems (wire diagrams and troubleshooting flow chart), and special grounding systems.

1.5.2.7 Energy Management and Control System

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.2.8 Domestic Water Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

1.5.2.9 Wastewater Treatment Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, scrapers, skimmers, comminutors, blowers, switching gear, and automatic controls.

1.5.2.10 Fire Protection Systems

Information shall be provided on the following equipment: Alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

1.5.2.11 Fire Detection Systems

The maintenance manual shall include description of maintenance for all equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.2.12 Plumbing Systems

Information shall be provided on the following equipment: Water heaters, valves, pressure regulators, backflow preventors, piping materials, and plumbing fixtures.

1.5.2.13 Cathodic Protection Systems

Information shall be provided on the following material and equipment: Rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

1.5.2.14 Miscellaneous Systems

Information shall be provided on the following: Communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, and other similar type special systems not otherwise specified.

1.6 RECORD DRAWINGS

Record drawings shall be a record of the construction as installed and completed by the Contractor. They are a record of all deviations, modifications, or changes from contract set of drawings (the accepted 100% design drawings), however minor, which were incorporated in the work. They include all the information shown on the contract set of drawings, any Contractor-original drawings, all additional work not appearing on the contract drawings, and all changes which are made after final inspection of the contract work.

1.6.1 Contractor-Original Record Drawings

Contractor-original record drawings are those drawings drawn by the

Contractor, after acceptance of the 100% design documents and the start of construction, to further explain the Contract documents such as subcontractor submittals for fire protection/detection, communication, and other systems, and accepted Contractor's solutions to problems. Submit these drawings as full-size reproducible sheets and CADD files. CADD files shall conform to the Working CADD file requirements specified in paragraph "Final Record Drawings."

1.6.2 Preliminary Record Drawings

The Contractor shall mark up both a reproducible set and a set of prints to show as-built conditions. These two sets, hereafter called preliminary record drawings, or singly, reproducibles or prints, shall be kept current and available on the jobsite at all times, except as noted below. For drawings contained within the Specifications, the Contractor shall mark up copies of these drawings to show as-built conditions; these copies will be considered the preliminary record drawings and shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of the preliminary record drawings. This assignment and any reassignment of duties concerning the maintenance of the record drawings shall be promptly reported to the Contracting Officer's representative for approval. All changes from the contract drawings which are made in the work or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary record drawings shall be clearly identified in a contrasting color and which is compatible with reproduction of the preliminary record drawings. Preliminary record drawings shall be updated by Friday of each week. During periods when the reproducibles are being copied and are therefore not available at the jobsite, the Contractor shall continue posting all required data to the prints. The Contractor shall minimize the time that the reproducibles are away from the jobsite and shall update them with all as-built data immediately upon their return. The preliminary record drawings will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. See paragraph, "Withholding for Preliminary Record Drawings." The record drawings shall show the following information, but not be limited thereto:

a. The location and description of utility lines or other installation of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 150 mm and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 900 mm to 1200 mm in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines.

- b. The location and size of all uncharted existing utilities encountered.
- c. The location and dimensions of any changes within the building or structure.
- d. Correct grade or alinement of roads, structures or utilities if any changes were made from contract drawings.
- e. Correct elevations if changes were made in site grading.
- f. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- g. The topography and grades of all drainage installed or affected as a part of the project construction.
- h. Options

Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the record drawings.

1.6.2.1 Blue Line or Black Line Prints

Blue line or black line prints shall be full size. All blue or black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

1.6.2.2 Prefinal Inspection For Each Item of Work

As part of the prefinal inspection for each item of work, the preliminary record drawings will be reviewed. They shall comply with this specification prior to scheduling the final inspection, and/or prior to substantial completion of the item of work.

1.6.2.3 Preliminary Record Drawing Final Submittal

Prior to scheduling the final acceptance inspection of the last or only bid schedule item of work, the preliminary record drawings shall be completed and delivered to the Contracting Officer's Representative for review and acceptance. If upon review, the drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. Failure of the Contractor to make timely delivery of the preliminary record drawings on any or all items of work will be cause for the Government to delay substantial completion and to assess liquidated damages in accordance with the terms and conditions of the contract.

1.6.2.4 Withholding for Preliminary Record Drawings

Failure by the Contractor to maintain current and satisfactory preliminary

record drawings in accordance with these requirements will result in withholding from progress payments 10 percent of the progress payment amount until such time as the record drawings are brought into compliance. This withheld amount will be indicated on monthly payment estimates until the Contractor has fulfilled these contract requirements.

1.6.2.5 Final Inspection

For each interim item of work, furnish a copy of the preliminary record drawings for that item, which the Contractor has reproduced from the approved preliminary record drawing reproductions, to the Contracting Officer's representative at the time of final inspection for that item. At the time of final inspection on the last or only item of work, the Contractor shall deliver a copy of the complete set of the approved preliminary record drawings to the Contracting Officer's Representative.

1.6.3 Final Record Drawings

Upon approval of the preliminary record drawings, the Contracting Officer will return the approved preliminary record drawing prints back to the Contractor. The Contractor will then modify the CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary record drawings, including adding additional drawings and CADD files as may be necessary. The Contractor shall furnish the as-built drawings in the same file format as the Working CADD files. These CADD files are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until given to the Contracting Officer at Contract completion. Drawings, tracings, or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at the Contractor's expense. CADD files will be audited by the Contracting Officer and for accuracy and conformance to the above specified drafting and CADD standards.

1.6.3.1 Drafting

Only personnel proficient in the preparation of engineering drawings and CADD shall be employed to modify the original contract drawings, prepare additional new drawings, and modify the CADD files. All modifications and new drawings shall conform to applicable requirements specified in the paragraph "CADD Standards." The Contractor shall ensure that all delivered CADD digital files and data (e.g., sheet files, model files, cell/block libraries) are compatible with the Government's target CADD system and operating system, and adhere to the standards and requirements specified. The term "compatible" means that data is in native digital format i.e., .dgn (MicroStation) or .dwg (AutoCAD). It is the responsibility of the Contractor to ensure this level of compatibility.

1.6.3.2 CADD Standards

CADD Standards are specified in Section 01016 DESIGN DOCUMENT REQUIREMENTS.

1.6.3.3 Final Revisions

When final revisions have been completed, place the words "REVISED RECORD DRAWING," in letters at least 5 mm high, and the date of completion in the revision block above the latest existing revision notation on each drawing CADD file.

1.6.3.4 Border Sheets

The border sheet to be used for any new record drawings shall be the same as used on the original drawings.

1.6.3.5 Copies of the Final Record Drawings

Blue line or black line prints shall be full size. All blue or black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

1.6.3.6 Submittal Requirements

The Contractor shall submit to the Contracting Officer the final record drawings, consisting of one set of full size blue line or black line prints, one full size vellum reproducible set, and two sets of corrected CADD files on CD-ROM disks; verification that the CADD files have been loaded and work on the designated computer systems and are error- and virus-free; the approved preliminary blue lines; and all required reproduced items. All paper prints, reproducible drawings, and CADD files will become the property of the Government.

1.6.4 Post-Record Drawing Work

In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the record drawings, the Contractor shall furnish revised and/or additional drawings (hard copy and CADD files), as required to depict as-built conditions. The requirements for these additional drawings, including CADD files, will be the same as for the record drawings included in the original submission.

1.6.5 Payment for Final Record Drawings

The amount listed for Final Record Drawings in the Bidding Schedule will be paid to the Contractor upon the Contracting Officer's acceptance of the completed record drawings.

1.7 ADDITIONAL WARRANTY REQUIREMENTS

The warranty requirements specified in this paragraph are in addition to those specified in the Special Contract Requirement Clause WARRANTY OF CONSTRUCTION WORK in Section 00800 SPECIAL CONTRACT REQUIREMENTS.

1.7.1 Performance Bond

It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions. This paragraph is applicable to the Contractor's Warranty of Construction only and does not apply to manufacturers' warranties on equipment, roofing,

and other products.

(a) In the event the Contractor or the Contractor's designated representative fails to commence and diligently pursue any work required under the Warranty of Construction Paragraph within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(b) Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or the Contracting Officer's authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or the Contracting Officer's authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in the paragraph (a) above.

(c) The Contractor's architectural and engineering design liability is specified in Section 01015 DESIGN REQUIREMENTS AFTER AWARD.

1.7.2 Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer or Contracting Officer's authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of Special Contract Requirement Clause WARRANTY OF CONSTRUCTION WORK. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer or Contracting Officer's authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of Contractor's responsibilities in connection with Special Contract Requirement Clause WARRANTY OF CONSTRUCTION WORK.

1.7.3 Equipment Warranty Identification Tags

The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements of Paragraph: EQUIPMENT WARRANTY IDENTIFICATION TAGS.

1.8 EQUIPMENT WARRANTY IDENTIFICATION TAGS

1.8.1 General Requirements

The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

1.8.1.1 Tag Description and Installation

The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.8.1.2 Sample Tags

Sample tags shall be submitted to the Contracting Officer's Authorized Representative for review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

1.8.1.3 Tags for Warranted Equipment

The tag for this equipment shall be similar to the following. Exact format and size will be as approved by the Contracting Officer's Authorized Representative. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration dates will be determined as specified by the Paragraph "WARRANTY OF CONSTRUCTION."

EQUIPMENT WARRANTY CONTRACTOR FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
CONTRACTOR NAME _____	
CONTRACTOR WARRANTY EXPIRES _____	
MFG WARRANTY(IES) EXPIRE _____	

1.8.1.4 Duplicate Information

If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

1.8.2 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at the Contractor's own expense, update the in-service and warranty expiration dates on these tags.

1.8.3 Payment

The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment. The Contractor will assign up to that amount, as approved by the Contracting Officer's Authorized Representative.

1.8.4 Equipment Warranty Tag Replacement

Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

1.9 INVENTORY OF CONTRACTOR FURNISHED AND INSTALLED EQUIPMENT

The Contractor shall develop and maintain an up-to-date list of all equipment installed under this contract. The list shall include but not be limited to equipment that require electrical power or fuel, or may require removal or replacement such as AHUs, fans, air conditioners, compressors, condensers, boiler, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. Final list shall be turned over to the Authorized Representative of the Contracting Officer at the time of contractor's quality control completion inspection.

1.9.1 Equipment Identification Number

There are two separate Equipment ID numbering systems. One is for Real Property installed equipment. The other is for Equipment in Place. Only spaces filled with significant digits will be used. Do not add zeros or blanks to fill extra spaces.

a. Real Property Installed Equipment (RFIE)

The equipment ID Number, for use with RPIE, is made of 4 parts. These parts represent the building number, the equipment type suffix, the floor the equipment is located on, and the sequence number of that type of equipment on that floor in the building.

(1) The first part is the building number.

(2) The second part, the equipment type suffix, is a 1 digit alpha-character based on IFS-M. Acceptable codes are:

(a) A - Air Conditioning Plant: Includes chillers, condensing units, etc., excludes air conditioning plants that directly support user end item equipment, such as a separate package unit to chill a computer room equipment space. Excludes window air conditioning units.

(b) B - Compressed Air/Vacuum: Note, only those that are part of the building systems such as pneumatic controls for Energy Management and Control Systems (EMCS). Does not include compressed air and vacuum systems that directly support user end items.

(c) C - Evaporative cooling and mechanical equipment.

(d) D - Dehumidification Equipment: Applies to equipment whose sole purpose is dehumidification of facilities. Excludes dehumidification that directly support user and item equipment.

(e) E - Electrical Generating Plants: Includes permanently installed generators and switch gear associated with prime power and emergency generator plants. Excludes uninterruptable power systems (UPS) equipment.

(f) F - Transformers: Does not include transformers that directly support user end items or equipment.

(g) G - Other Heating Support: Includes air handlers, circulating pumps, etc., associated with heating systems. Also includes dual (heating/cooling) air handlers, etc. Includes specialized central energy management systems EMCS, exclusive of CPU's and peripherals.

(h) H - Heating Plants: Limited to direct fired, fuel burning heating plants. Does not apply to electrical fired heaters, heat pumps, or associated equipment. See Suffixes A, G, or M.

(i) I - Substation and Switching Station: Associates with stepdown from incoming primary voltage to secondary voltage or lower voltage primary voltage.

(j) J - Sewage Pumping Plants: Includes grinder pump type sewage lift systems as well as conventional sewage lift stations, associated controls and equipment.

(k) M - Miscellaneous Utilities: Includes gas generators, cooling towers and other facility systems not otherwise identified. Excludes systems associates with and in support of user end items.

(l) N - Liquid Fuel Dispensing: Includes pumps, controls.

(m) P - Cold Storage and Refrigeration Plants: Excludes portable and prefabricated refrigeration systems which can be removed from the facility.

(n) R - Fire Extinguishing Systems: Includes standpipe and sprinkler systems, as well as fixed gas and/or chemical extinguishing systems intended for protection of the facility. Excludes portable extinguishing systems and fixed gas and/or chemical extinguishing systems intended for protection of user and item equipment. Includes specialized systems such as Engineer Smoke Control systems (ESCS) other than CPU's and associated peripherals of such systems.

(o) S - Water Pumping Plants: Applies to potable and nonpotable water pumping systems only. Excludes storm waste pumping systems which should be includes under Equipment Suffix M.

(p) T - Fire and other Alarm Systems: Excludes security alarm systems and alarm systems associated with user and item equipment such as medical refrigerators and commissary display cases. Does not include 'pumpout' and 'overflow' alarms associates with water and sewage lift stations and other similar facilities.

(q) W - Water Sources: Includes potable and non-potable well equipment and storage tanks.

(r) X - Water Treatment and Filtration Plants: Includes water softeners and deionization equipment in support of facility systems, as well as systems for processing raw water to potability standards. Excludes

systems that directly support user and item equipment.

(s) Y - Industrial Waste and Sewage Treatment Plants:
Includes grease, oil, and other waste separators.

(t) Z - Special Purpose: Assigned by installation a case by case basis.

(3) The third part, the floor, is a 1 to 2 alphanumeric character. The system for defining floor number is:

(a) Floors, above and including the ground floor, are numbered in ascending order with the ground floor being equal to 1.

(b) Interstitial floors and spaces are identified by the letter 'I' and the number of the occupied floor below the interstitial space. For example, the interstitial space above the third floor of a building would be identified as: I3. Attic spaces are numbered as interstitial space.

(c) Crawl space, below the first floor, is identified as: CS.

(d) Basements and lower level floors are numbered, in descending order, with a 2 character identified. The first character is the letter 'L' and the second character is the number of the floor with the floor immediately under the ground floor being: L1.

(e) Where equipment, associates with a facility is mounted on the ground outside the physical perimeter of the facility, such as a condensing unit, the floor is identified a: G.

(4) The fourth part, the sequence number, is a 2 to 4 digit character. The first digit shall always be a slash (/). The second through fourth character is the sequential numbering (1 thru 999) of items of equipment with identical first 3 parts of the equipment ID number. For existing facilities, this will normally be given to the activity installing the equipment by the O&M Division. For new facilities, this is assigned by the activity installing the equipment.

b. For "Equipment In Place" Equipment

The equipment ID number, for use with equipment in place (i.e., end item equipment which is not an integral part of the building but which is installed in the building under this contract,) is made of 2 parts. These parts represent the Department of Defense Activity Code (DODAC) of the unit or equipment in the activity.

(1) The first part, the DODAC, is a 6 digit alpha-numeric character representing the primary user or responsible organization. It will be provided to the contractor upon request from the Contracting Officer.

(2) The second part, the sequence number, is a 1 to 4 digit character. It is the sequential numbering (1 thru 9999), of equipment in

that building, belonging to the DODAC. Questions, with respect to sequence numbers, should be addressed to the O&M Division.

1.9.2 Equipment Data

List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.). Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

00830 DESIGN AND CONSTRUCTION PROCEDURES

1. QUALITY REQUIREMENTS

- 1.1 Design Criteria: During Preliminary Design, the design and performance criteria must be refined, finalized, and documented.
- 1.2 Substantiation Submittal Procedures:
 - 1.2.1 Refer to Sections 01015 - DESIGN REQUIREMENTS AFTER AWARD, Section 01016 - DESIGN DOCUMENT REQUIREMENTS, and 01330 - CONSTRUCTION SUBMITTAL PROCEDURES.
 - 1.2.2 Definition: Substantiation is any form of evidence that is used to predict whether the design will comply with the requirements or to verify that the construction based on the design actually does comply. During Preliminary Design, Design Development, and Construction Documents, requirements to submit substantiation are primarily intended to forestall use of designs or constructions that will not comply. At any time before completion of construction, substantiation is presumed to be only a prediction and may subsequently be invalidated by actual results.
 - 1.2.3 Regardless of whether substantiation is specified or not, the actual construction must comply with the specified requirements and may, at the Government's discretion, be examined, inspected, or tested to determine compliance.
- 1.3 Government's Review of Substantiation: Unless otherwise indicated, Government will make formal acceptance of substantiation submittals, as specified in Section 01015 - DESIGN REQUIREMENTS AFTER AWARD, Section 01016 - DESIGN DOCUMENT REQUIREMENTS, and Section 01330 - CONSTRUCTION SUBMITTAL PROCEDURES.
- 1.4 Substantiation Schedule: Prepare and maintain a complete schedule of substantiation items.
- 1.5 Field Testing and Inspection: Perform all testing, observation, and inspection required by code and as specified.
- 1.6 Reference Standards: Where products or workmanship is specified by reference to a document not included in the Contract Documents, comply with the requirements of the document, except where more stringent requirements are specified. Refer to Section 01090 - SOURCES FOR REFERENCE PUBLICATIONS.

2. COMMISSIONING

- 2.1 Commissioning: Placing the project into full and proper operation, including starting and adjusting equipment and systems, functional performance testing, otherwise demonstrating compliance with Contract Documents, correcting defects, and obtaining permits.
 - 2.1.1 Prerequisites: Design criteria documentation and recording of all changes to Contract Documents. Refer to Section 01770 - CONTRACT CLOSEOUT for Record Drawings.
 - 2.1.2 Unless otherwise indicated, Contractor is responsible for all commissioning activities.
 - 2.1.3 Commissioning activities may take place at any time after completion of the element to be commissioned.
 - 2.1.4 All commissioning activities must be complete before the end of Closeout, unless specifically excepted.
 - 2.1.5 Maintenance Manuals: Ready for use during applicable commissioning activities. Refer to Section 01770 - CONTRACT CLOSEOUT for O&M Manuals.
- 2.2 Functional Performance Testing: Test all functions of system, all components of system, and interfaces between systems, including all modes of operation, conditional controls, and reactions to emergency conditions.
 - 2.2.1 Description in Commissioning Plan: Each function to be tested described separately.
 - 2.2.2 Systems Composed of More Than One Item of Equipment: Individual components tested for proper operation and interconnection before beginning system testing (e.g. "point-to-point" testing).
 - 2.2.3 See substantiation requirements in other Chapters for specific items to be tested and tests required.

- 2.2.4 Government will witness tests and prepare defect reports.
- 2.2.5 Detailed test reports are to be by Contractor, showing test criteria, methods, and results.
- 2.3 Commissioning Plan: Prepare complete plan and schedule of all commissioning activities, including those by Government and code authorities; include all field tests and inspections, functional performance tests, demonstrations, and permit inspections and tests.
 - 2.3.1 Contents: For each commissioning activity indicate:
 - 2.3.1.1 Entity performing activity.
 - 2.3.1.2 Prerequisites, such as type of design information required, prior testing, etc.; identify in schedule as separate tasks.
 - 2.3.1.3 Functions to be tested or inspected.
 - 2.3.1.4 Methods of test or inspection, conditions required, and other procedures; if methods are not specified, identify methods that will demonstrate compliance with Contract Documents with satisfactory repeatability by others.
 - 2.3.1.5 Equipment required.
 - 2.3.1.6 Results required.
 - 2.3.2 Schedule commissioning activities at the optimum time, to avoid unnecessary uncovering of work, retesting due to inadequate preparation, and duplication of effort.
 - 2.3.3 If desired, schedule may be incorporated into overall progress schedule or substantiation schedule, provided commissioning tasks can be reported separately from other progress information.
 - 2.3.4 Submission: To Government as part of the 100 percent design submittal.
 - 2.3.5 Updates: Submit Commissioning Plan to Government monthly in hard copy.
- 2.4 Commissioning Reports: Submit a report for each commissioning activity that involves inspection, observation, or testing of construction, on a standard form that identifies the project.
 - 2.4.1 Timing: Submitted within 7 calendar days after completion of the activity; for activities that are prerequisites for other activities to be witnessed by Government, satisfactory report submitted prior to start of witnessed activity.
 - 2.4.2 Contents:
 - 2.4.2.1 Identification of activity, including element/system involved, date/time.
 - 2.4.2.2 Entity performing activity; other persons present.
 - 2.4.2.3 Prerequisites required and accomplished.
 - 2.4.2.4 Procedures or methods of testing.
 - 2.4.2.5 Results required and results achieved.
- 2.5 Government-Conducted Commissioning Activities:
 - 2.5.1 Government will assign a staff member to manage the commissioning process during the 100 percent design phase and to perform the following commissioning activities:
 - 2.5.1.1 Review of design criteria documentation for completeness.
 - 2.5.1.2 Review of Contractor's commissioning plan and specifications.
 - 2.5.2 Government, Government's staff, or consultants will perform the following commissioning activities:
 - 2.5.2.1 Inspection just prior to Substantial Completion, including preparation of Government's punchlist.
 - 2.5.2.2 Inspection prior to final payment.

END OF CHAPTER 00830