

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE _____ OF _____ PAGES

2. AMENDMENT/MODIFICATION NO. _____ 3. EFFECTIVE DATE _____ 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. *(If applicable)* _____

6. ISSUED BY _____ CODE _____ 7. ADMINISTERED BY *(If other than Item 6)* _____ CODE _____

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* _____ (X) 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED *(SEE ITEM 11)* _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. _____
 10B. DATED *(SEE ITEM 11)* _____
 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.

CHANGES TO PROPOSAL RECEIPT DATE

1. Standard Form 1442, First Page, Item No. 13.A.- In the second line, change the proposal receipt date from "18 January 2002" to "**22 January 2002**". The time of receipt remains 4:30 p.m. local time.

CHANGES TO PRICE PROPOSAL SCHEDULE

2. Replace the Price Proposal Schedule, pages 00010-1 through 00010-4, with the accompanying new Price Proposal Schedule, bearing the notation "ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001."

CHANGES TO THE CONTRACT CLAUSES

3. Replace Contract Clauses, pages 00700-1 through 00700-90 with the attached pages 00700-1 through 00700-91.

CHANGES TO THE WAGE RATES

4. Wage Rates.- Replace wage rate pages 00710-1 through 00710-42 with the attached pages 00710-1 through 00710-46, each page bearing the notation "ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001."

CHANGES TO THE VOLUME II DESIGN REQUIREMENTS

5. Volume II Design and Performance Requirements - Replace the following chapters with the accompanying new chapters of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001:"

- CHAPTER 00830 - DESIGN AND CONSTRUCTION PROCEDURES
- CHAPTER 00840 - REFERENCED DOCUMENTS
- CHAPTER C15 – STAIRS
- CHAPTER C16 - INTERIOR FINISHES
- CHAPTER D22 - PLUMBING FIXTURES
- CHAPTER D23 - DOMESTIC WATER
- CHAPTER D3 - HVAC - HEATING, VENTILATING, AND AIR CONDITIONING
- CHAPTER D33 – REFRIGERATION
- CHAPTER D51 - ELECTRICAL ENERGY GENERATION
- CHAPTER D7 – TELECOMMUNICATIONS
- CHAPTER D73 – TELEVISION
- CHAPTER D92 - SURVEILLANCE AND SECURITY CONTROLS
- CHAPTER D93 - SPECIAL GROUNDING SYSTEMS

6. Volume II Design and Performance Requirements - Replace the following pages with the attached new pages of the same number, bearing the notation "ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001:"

- CHAPTER G – Pages 1 and 2

7. Write-in change to Chapter B, Page 2, D. Structure, 2.d.3) Wind and seismic loads per current codes – add the following:

a) **Use ANSI/ASCE 7 for wind loads required for design. Use the Uniform Building code for seismic loading.**

b) **The emergency operations center is considered an essential facility. However, from a seismic design standpoint the building can be assumed to be a standard office building occupancy. The intent of the RFP is to avoid major retrofit of the building for increases in seismic design criteria.**

CHANGES TO THE VOLUME III SPECIFICATIONS

8. Replacement Sections - Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001:"

SECTION 01015 DESIGN REQUIREMENTS AFTER AWARD

CHANGES TO VOLUME IV ATTACHMENTS

9 Attachment H, DD Form 1354, Sample, and Category Codes.- Add the attached Category Codes to Attachment H.

10. Add the following accompanying new attachment to Volume IV:

ATTACHMENT R – WALLCOVER SCHEDULE

11. The following question was received from a bidder:

Question: Is there information available on pressure for the existing fire water service main that will be serving this building?

Answer: **733 gallons/minute.**

END OF AMENDMENT

Design-Build Building 350 Conversion, JRTC and Fort Polk Headquarters
 Fort Polk, Louisiana

Solicitation No.DACA63-02-R-0001

PRICE PROPOSAL SCHEDULE
 (To be attached to SF 1442)

BASE BID: All work required by the Contract documents for the design and construction of the Building 350 Conversion to JRTC and Fort Polk Headquarters exclusive of work required by Option Bid Items.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
0001	All work to design and construct the renovation of Building 350 Conversion, Complete, Including utilities to the 5 foot line but exclusive of all work listed separately.	Sum	Job	***	\$ _____
0002	Construct all Exterior Work outside the building's 5 foot line (Including utilities to the Fort Polk utility tie-in, earthwork, paving sidewalk, parking lot paving, curb and gutter, turfing, landscaping, helipad, and all other work not listed separately)	Sum	Job	***	\$ _____
0003	All work for the demolition and hazardous materials abatement	Sum	Job	***	\$ _____
0004	Final Record Drawings	Sum	Job	***	\$ <u>25,000.00</u>
TOTAL BASE BID \$					_____

Design-Build Building 350 Conversion, JRTC and Fort Polk Headquarters
 Fort Polk, Louisiana

Solicitation No. DACA63-02-R-0001

PRICE PROPOSAL SCHEDULE

[AM#0006]

0005 OPTION NO. 1:

0005AA Additional cost for all work required by the Contract documents for
 Furniture Procurement and Installation in the following areas:
Command Section, to include Command Conference Room and Pre-Assembly Area,
Protocol, Garrison Command Section, and Field Officer of the Day Area.

	Sum	Job	***	\$215,000.00
<u>0005AB</u> Contractor's markup on furniture ____%				
	Sum	Job	***	\$ _____

TOTAL OPTION NO. 1 \$ _____

TOTAL BID (BASE BID PLUS OPTION NO. 1) \$ _____

0006 Completion Time for all work (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.

Design-Build Building 350 Conversion, JRTC and Fort Polk Headquarters
Fort Polk, Louisiana

Solicitation No.DACA63-02-R-0001

PRICE PROPOSAL SCHEDULE

NOTES: (cont)

(b) For the purpose 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, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

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

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.

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. EXERCISE OF OPTIONS (SWDR 715-1-1 (16 January 1996))

The Government reserves the right to exercise the option(s) by written notice to the Contractor 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. Completion of added items shall continue at the same schedule as the Base Bid unless otherwise noted in Section 01000 DESIGN AND CONSTRUCTION SCHEDULE, paragraph 1 entitled SCHEDULE.

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."

Design-Build Building 350 Conversion, JRTC and Fort Polk Headquarters
Fort Polk, Louisiana

Solicitation No.DACA63-02-R-0001

PRICE PROPOSAL SCHEDULE

NOTES: (cont)

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 is \$8,700,000. Proposals that exceed this funding limit after exercising any options 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.

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

[AM#0006]

10. An allowance of [AM#0006]\$215,000.00 has been set in the Price Proposal Schedule for Option No. 1, respectively, for bidding purposes. This amount will be adjusted upward or downward by modification based on the actual invoice amount from the furniture supplier/installer for the furniture provided and installed. The Contractor's markup shall be limited to the percentages originally bid, with the actual dollar amount adjusted upward or downward based on the actual invoice amounts.

END OF BIDDING SCHEDULE

SECTION 00700
Contract Clauses

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

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

(c) 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.

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

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

(f) Nondevelopmental item means--

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

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

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

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

Department of Defense.)

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct

constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This

term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as --

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

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

(a) The Government suspends or 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 principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within 10 (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time stated in Section 1000, Design and 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 specified in Section 1000, Design and 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)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) That are cost-reimbursement, incentive, time -and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

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

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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

(1) The actual subcontract; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Be limited to such modifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

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

___ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

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

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

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

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) ALTERNATE II (OCT 2000)

(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) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, 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-owner 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 a 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-owner 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-owner 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-owner 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-owner 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-owner 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-owner 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)

52.219-16 LIQUIDATED DAMAGES -SUBCONTRACTING PLAN (JAN 1999)

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

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

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

subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

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

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

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

(End of clause)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

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

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

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

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

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

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

(End of clause)

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

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

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

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

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

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

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part

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

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

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

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

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

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

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

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

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

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

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

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

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

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

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

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

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

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

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a

percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

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

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

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

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

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

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

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

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

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

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

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color,

religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must

have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required

to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established

“recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

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

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

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

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

(viii) Selection for training, including apprenticeship.

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

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify

themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

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

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to 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 where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

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

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

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

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

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

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

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

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

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

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

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a

condition of continued employment on this contract, the employee will--

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

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

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

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

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

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

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) 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 of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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

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

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

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

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

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

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

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

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

52.225-11 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)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian

ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

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

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

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

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

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

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

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

(End of clause)

52.228-1 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]

I. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming

financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

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

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

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

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

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

Sincerely,

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

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

resumption of our business.
Sincerely,

[Confirming financial institution]

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

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.

This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)-

(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.

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)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted

cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201 -2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

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

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

52.232-17 INTEREST (JUNE 1996)

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

(1) The date fixed under this contract.

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

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

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

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

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal

liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(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. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

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

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

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

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

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

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

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

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

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

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [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.

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

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

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

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

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

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

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

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

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

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the

Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-1 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.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

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

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

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

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

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

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

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

52.236-8 OTHER CONTRACTS (APR 1984)

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

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

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

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

(1) at or near the work site, and

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

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity

recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

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

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

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

52.236-12 CLEANING UP (APR 1984)

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

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

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

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any

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

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

(AM #6) 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of Clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

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

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

52.236-17 LAYOUT OF WORK (APR 1984)

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

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

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

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

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

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is

minor or does not involve a change in price or in time of performance, a modification need not be issued.

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

52.236-0025 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (Apr 1984)

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

(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.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes --

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

this section.

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

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

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

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

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

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

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

(3) A separate, detailed cost estimate for

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

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing.

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

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

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

modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the

fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

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

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

costs incurred by the Government in completing the work.

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

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

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

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

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

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

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

252.203-7001 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)

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

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

(End of clause)

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

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

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

(a) Definition.

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

purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

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

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

(End of clause)

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

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

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

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

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

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

- (5) Woven silk or woven silk blends;
 - (6) Spun silk yarn for cartridge cloth;
 - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
 - (8) Canvas products;
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
 - (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.
- (b) This clause does not apply --
- (1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;
 - (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.
- (End of clause)

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

- (a) Definitions. As used in this clause--
- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
 - (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

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

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

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

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

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

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

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 or construction 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 any 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 nor 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 this contract, the Contractor shall have the right to retain copies of all works beyond such period.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

APPLICATION OF WAGE DECISIONS

Solicitation No.: DACA63-02-R-0001

Project: Design/Build Building 350 Conversion, JRTC and Fort Polk Headquarters

Location: Fort Polk, Vernon Parish, Louisiana

1. Service Contract Act (SCA) Wage Determination Number 1994-2229, Revision Number 16, will be applicable to those activities performed with regard to contract installation support requirements for **certain** minor maintenance repairs, clerical support services, custodial services, grounds maintenance, and landscaping. This wage determination will also be used for demolition activities where construction will be performed at the site of the demolition.

NOTE: Payroll records are not required to be submitted to the U.S. Army Corps of Engineers for work performed under the Service Contract Act (SCA). SCA payroll records are required to be kept by the Prime Contractor, and available for review if requested, for a minimum of three years from the date of contract completion. Labor compliance will be monitored by the U.S. Department of Labor for SCA labor records.

2. Davis-Bacon Act Wage Decision LA010005, Building Construction Projects, will be applicable to the construction, alteration, painting or repair of buildings, installations within buildings, appurtenances to buildings, foundations for buildings, excavation and fill for buildings, and utilities within five feet of buildings for those construction activities performed in Vernon Parish Louisiana.

3. Davis-Bacon Act Wage Decision LA010039, Highway Construction Projects, is applicable to highway construction activities (paving and utilities incidental to building construction) performed in Vernon Parish Louisiana which are not incidental to heavy construction activities in Vernon Parish Louisiana.

4. Davis-Bacon Act Wage Decision LA010009, Heavy Construction Projects, is applicable to heavy construction activities which are not incidental to building/residential construction, and all construction requirements not shown in the paragraphs above, for those activities performed in Vernon Parish Louisiana.

NOTE:

- (1) PAYROLL RECORDS ARE REQUIRED, UNDER THE DAVIS-BACON ACT, TO BE SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR ALL CONSTRUCTION WORK PERFORMED.**
- (2) THE WAGE DECISION/TASK ORDER NUMBER APPLICABLE TO THE WORK PERFORMED IS TO BE SHOWN ON ALL THE CERTIFIED PAYROLL RECORDS SUBMITTED.**

Applicability of Service Contract Act (SCA) VS Davis-Bacon Act (DBA) Wage Determinations:

Some contract work may be characterized as either DBA painting/repairs or SCA maintenance. For example, either the DBA or the SCA could cover replacing broken windows, spot painting, or minor patching of a wall. In those instances where a contract service call or order requires construction trade skills (i.e., Carpenter, Plumber, Painter, etc.) but it is unclear whether the work required is SCA maintenance or DBA painting/repairs, apply the following rules---

- (1) Individual service calls or orders which will require a total of 32 hours or more work hours to perform shall be considered to be repair work subject to the DBA.**
- (2) Individual service calls or orders which will require less than 32 work hours to perform shall be considered to be maintenance subject to SCA.**
- (3) Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the DBA regardless of the total work hours required.**
- (4) Any questions the Prime Contractor may have regarding SCA vs. DBA applicability to the payroll records must be addressed to the U.S. Army Corps of Engineers District Labor Advisor.**

WAGE DETERMINATION NO: 94-2229 REV (16) AREA: LA, ALEXANDRIA

 WAGE DETERMINATION NO: 94-2229 REV (16) AREA: LA,ALEXANDRIA
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2229
Director	Wage Determinations	Revision No.: 16
		Date Of Last Revision: 06/28/2001

State: Louisiana
 Area: Louisiana Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.76
Accounting Clerk II	9.87
Accounting Clerk III	12.92
Accounting Clerk IV	14.07
Court Reporter	12.66
Dispatcher, Motor Vehicle	7.98
Document Preparation Clerk	8.34
Duplicating Machine Operator	8.37
Film/Tape Librarian	10.93
General Clerk I	7.77
General Clerk II	8.60
General Clerk III	8.89
General Clerk IV	11.23
Housing Referral Assistant	14.05
Key Entry Operator I	7.48
Key Entry Operator II	9.49
Messenger (Courier)	7.31
Order Clerk I	9.19
Order Clerk II	10.86
Personnel Assistant (Employment) I	7.84
Personnel Assistant (Employment) II	9.32
Personnel Assistant (Employment) III	11.48
Personnel Assistant (Employment) IV	14.21
Production Control Clerk	13.03
Rental Clerk	10.95
Scheduler, Maintenance	9.86
Secretary I	11.30
Secretary II	12.55
Secretary III	14.59
Secretary IV	16.21
Secretary V	17.65
Service Order Dispatcher	12.56
Stenographer I	9.47
Stenographer II	10.12
Supply Technician	13.81
Survey Worker (Interviewer)	12.21
Switchboard Operator-Receptionist	7.98

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Test Examiner	12.21
Test Proctor	12.21
Travel Clerk I	8.24
Travel Clerk II	8.91
Travel Clerk III	9.35
Word Processor I	8.79
Word Processor II	9.91
Word Processor III	10.99
Automatic Data Processing Occupations	
Computer Data Librarian	7.43
Computer Operator I	9.16
Computer Operator II	11.02
Computer Operator III	13.23
Computer Operator IV	14.69
Computer Operator V	16.31
Computer Programmer I (1)	12.72
Computer Programmer II (1)	15.76
Computer Programmer III (1)	18.97
Computer Programmer IV (1)	19.92
Computer Systems Analyst I (1)	15.90
Computer Systems Analyst II (1)	18.85
Computer Systems Analyst III (1)	21.67
Peripheral Equipment Operator	9.73
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.50
Automotive Glass Installer	12.76
Automotive Worker	12.76
Electrician, Automotive	13.63
Mobile Equipment Servicer	11.17
Motor Equipment Metal Mechanic	14.50
Motor Equipment Metal Worker	13.15
Motor Vehicle Mechanic	14.50
Motor Vehicle Mechanic Helper	10.15
Motor Vehicle Upholstery Worker	12.04
Motor Vehicle Wrecker	12.76
Painter, Automotive	13.63
Radiator Repair Specialist	12.76
Tire Repairer	10.79
Transmission Repair Specialist	14.50
Food Preparation and Service Occupations	
Baker	11.30
Cook I	8.41
Cook II	10.23
Dishwasher	6.63
Food Service Worker	6.42
Meat Cutter	10.23
Waiter/Waitress	7.04
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.63
Furniture Handler	9.68
Furniture Refinisher	13.63
Furniture Refinisher Helper	10.15
Furniture Repairer, Minor	12.04
Upholsterer	13.63
General Services and Support Occupations	
Cleaner, Vehicles	7.15
Elevator Operator	7.95
Gardener	8.41
House Keeping Aid I	6.49
House Keeping Aid II	7.14
Janitor	7.06
Laborer, Grounds Maintenance	7.53

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Maid or Houseman	6.17
Pest Controller	9.68
Refuse Collector	8.31
Tractor Operator	6.42
Window Cleaner	7.85
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	9.60
Licensed Practical Nurse II	10.78
Licensed Practical Nurse III	12.05
Medical Assistant	9.77
Medical Laboratory Technician	10.76
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	10.78
Registered Nurse I	15.99
Registered Nurse II	19.56
Registered Nurse II, Specialist	19.56
Registered Nurse III	23.68
Registered Nurse III, Anesthetist	23.68
Registered Nurse IV	28.38
Information and Arts Occupations	
Audiovisual Librarian	15.08
Exhibits Specialist I	10.55
Exhibits Specialist II	12.59
Exhibits Specialist III	16.16
Illustrator I	10.55
Illustrator II	12.59
Illustrator III	16.16
Librarian	17.20
Library Technician	10.32
Photographer I	10.12
Photographer II	12.08
Photographer III	15.50
Photographer IV	17.21
Photographer V	19.11
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.15
Counter Attendant	6.15
Dry Cleaner	6.86
Finisher, Flatwork, Machine	6.15
Presser, Hand	6.15
Presser, Machine, Drycleaning	6.15
Presser, Machine, Shirts	6.15
Presser, Machine, Wearing Apparel, Laundry	6.15
Sewing Machine Operator	7.15
Tailor	8.56
Washer, Machine	6.96
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.63
Tool and Die Maker	16.99
Material Handling and Packing Occupations	
Forklift Operator	10.97
Fuel Distribution System Operator	13.52
Material Coordinator	8.45
Material Expediter	8.45

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Material Handling Laborer	9.84
Order Filler	8.75
Production Line Worker (Food Processing)	8.78
Shipping Packer	9.42
Shipping/Receiving Clerk	10.21
Stock Clerk (Shelf Stocker; Store Worker II)	9.45
Store Worker I	8.29
Tools and Parts Attendant	10.12
Warehouse Specialist	8.14
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.67
Aircraft Mechanic Helper	11.67
Aircraft Quality Control Inspector	17.64
Aircraft Servicer	13.84
Aircraft Worker	14.68
Appliance Mechanic	13.63
Bicycle Repairer	10.79
Cable Splicer	14.50
Carpenter, Maintenance	13.63
Carpet Layer	12.76
Electrician, Maintenance	16.55
Electronics Technician, Maintenance I	14.68
Electronics Technician, Maintenance II	15.94
Electronics Technician, Maintenance III	17.37
Fabric Worker	11.13
Fire Alarm System Mechanic	14.50
Fire Extinguisher Repairer	11.17
Fuel Distribution System Mechanic	14.50
General Maintenance Worker	13.19
Heating, Refrigeration and Air Conditioning Mechanic	14.50
Heavy Equipment Mechanic	16.50
Heavy Equipment Operator	14.50
Instrument Mechanic	16.67
Laborer	9.67
Locksmith	13.63
Machinery Maintenance Mechanic	14.50
Machinist, Maintenance	14.50
Maintenance Trades Helper	10.15
Millwright	14.50
Office Appliance Repairer	13.63
Painter, Aircraft	13.63
Painter, Maintenance	13.63
Pipefitter, Maintenance	15.84
Plumber, Maintenance	14.99
Pneudraulic Systems Mechanic	14.50
Rigger	14.50
Scale Mechanic	13.15
Sheet-Metal Worker, Maintenance	14.50
Small Engine Mechanic	12.70
Telecommunication Mechanic I	14.79
Telecommunication Mechanic II	17.64
Telephone Lineman	16.68
Welder, Combination, Maintenance	14.50
Well Driller	14.50
Woodcraft Worker	14.50
Woodworker	11.17
Miscellaneous Occupations	
Animal Caretaker	7.23
Carnival Equipment Operator	9.92
Carnival Equipment Repairer	10.93
Carnival Worker	7.01
Cashier	7.05

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Desk Clerk	8.63
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.84
Recreation Specialist	11.97
Recycling Worker	7.92
Sales Clerk	7.84
School Crossing Guard (Crosswalk Attendant)	6.29
Sport Official	8.61
Survey Party Chief (Chief of Party)	12.87
Surveying Aide	7.93
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.70
Swimming Pool Operator	7.09
Vending Machine Attendant	6.88
Vending Machine Repairer	8.15
Vending Machine Repairer Helper	6.88
Personal Needs Occupations	
Child Care Attendant	8.63
Child Care Center Clerk	10.76
Chore Aid	6.88
Homemaker	11.98
Plant and System Operation Occupations	
Boiler Tender	15.68
Sewage Plant Operator	15.68
Stationary Engineer	14.50
Ventilation Equipment Tender	11.19
Water Treatment Plant Operator	15.68
Protective Service Occupations	
Alarm Monitor	9.57
Corrections Officer	12.33
Court Security Officer	12.62
Detention Officer	12.62
Firefighter	12.62
Guard I	6.80
Guard II	12.02
Police Officer	14.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	11.25
Hatch Tender	11.25
Line Handler	11.25
Stevedore I	10.31
Stevedore II	11.71
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	11.63
Archeological Technician II	13.08
Archeological Technician III	16.16
Cartographic Technician	17.45
Civil Engineering Technician	16.16
Computer Based Training (CBT) Specialist/ Instructor	14.22
Drafter I	8.81
Drafter II	10.55
Drafter III	12.59
Drafter IV	16.16
Engineering Technician I	10.13
Engineering Technician II	12.13
Engineering Technician III	14.48
Engineering Technician IV	18.58

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Engineering Technician V	22.84
Engineering Technician VI	28.11
Environmental Technician	16.16
Flight Simulator/Instructor (Pilot)	17.95
Graphic Artist	13.17
Instructor	13.81
Laboratory Technician	10.76
Mathematical Technician	15.25
Paralegal/Legal Assistant I	12.21
Paralegal/Legal Assistant II	15.68
Paralegal/Legal Assistant III	19.13
Paralegal/Legal Assistant IV	23.19
Photooptics Technician	16.16
Technical Writer	16.64
Unexploded (UXO) Safety Escort	17.23
Unexploded (UXO) Sweep Personnel	17.23
Unexploded Ordnance (UXO) Technician I	17.23
Unexploded Ordnance (UXO) Technician II	20.85
Unexploded Ordnance (UXO) Technician III	24.98
Weather Observer, Combined Upper Air and Surface Programs (3)	11.87
Weather Observer, Senior (3)	15.92
Weather Observer, Upper Air (3)	11.87
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	8.80
Parking and Lot Attendant	6.14
Shuttle Bus Driver	9.28
Taxi Driver	8.41
Truckdriver, Heavy Truck	13.16
Truckdriver, Light Truck	9.28
Truckdriver, Medium Truck	10.08
Truckdriver, Tractor-Trailer	13.16

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

General Decision Number LA010005

Superseded General Decision No. LA000005

State: Louisiana

**Construction Type:
BUILDING**

County(ies):

ACADIA	GRANT	SABINE
ALLEN	IBERIA	ST HELENA
ASSUMPTION	IBERVILLE	ST JAMES
AVOUELLES	JACKSON	ST LANDRY
BEAUREGARD	JEFFERSON DAVIS	ST MARY
BIENVILLE	LA SALLE	TANGIPAHOA
CALDWELL	LAFOURCHE	TENSAS
CAMERON	LINCOLN	TERREBONNE
CATAHOULA	MADISON	UNION
CLAIBORNE	MOREHOUSE	VERMILION
CONCORDIA	NATCHITOCHE	VERNON
DE SOTO	OUACHITA	WASHINGTON
EAST CARROLL	PLAQUEMINES	WEBSTER
EAST FELICIANA	POINTE COUPEE	WEST CARROLL
EVANGELINE	RED RIVER	WEST FELICIANA
FRANKLIN	RICHLAND	WINN

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes & apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/02/2001
1	04/06/2001
2	05/04/2001
3	06/08/2001
4	07/06/2001
5	08/17/2001
6	10/05/2001
7	11/09/2001
8	12/14/2001

COUNTY(ies):

ACADIA	GRANT	SABINE
ALLEN	IBERIA	ST HELENA
ASSUMPTION	IBERVILLE	ST JAMES
AVOUELLES	JACKSON	ST LANDRY
BEAUREGARD	JEFFERSON DAVIS	ST MARY
BIENVILLE	LA SALLE	TANGIPAHOA
CALDWELL	LAFOURCHE	TENSAS
CAMERON	LINCOLN	TERREBONNE
CATAHOULA	MADISON	UNION
CLAIBORNE	MOREHOUSE	VERMILION
CONCORDIA	NATCHITOCHE	VERNON
DE SOTO	OUACHITA	WASHINGTON
EAST CARROLL	PLAQUEMINES	WEBSTER

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

EAST FELICIANA	POINTE COUPEE	WEST CARROLL
EVANGELINE	RED RIVER	WEST FELICIANA
FRANKLIN	RICHLAND	WINN

ASBE0021D 05/01/2001

	Rates	Fringes
BIENVILLE, CALDWELL, CLAIBORNE, DE SOTO, GRANT, JACKSON, LINCOLN, NATCHITOCHEs, OUACHITA, RED RIVER, SABINE, UNION, WEBSTER & WINN PARISHES:		

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	16.77	4.68
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ASBE0053A 08/30/2001

	Rates	Fringes
ASSUMPTION, AVOYELLES, CATAHOULA, CONCORDIA, EAST FELICIANA, IBERIA, IBERVILLE, LAFOURCHE, LA SALLE, PLAQUEMINES, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY, ST. MARY, TANGIPAHOA, TERREBONNE, WASHINGTON & WEST FELICIANA PARISHES:		

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	16.59	3.85
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ASBE0112A 05/01/1998

	Rates	Fringes
ACADIA, ALLEN, BEAUREGARD, CAMERON, EVANGELINE, JEFFERSON DAVIS, VERMILION & VERNON PARISHES		

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	19.145	2.335
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ASBE0114A 07/01/2000

	Rates	Fringes
EAST CARROLL, FRANKLIN, MADISON, MOREHOUSE, RICHLAND, TENSAS & WEST CARROLL PARISHES:		

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	17.70	4.72
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BOIL0037A 11/01/2001

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

ASSUMPTION, LAFOURCHE, PLAQUEMINES, ST. JAMES, TANGIPAHOA,
 TERREBONNE & WASHINGTON PARISHES:

	Rates	Fringes
BOILERMAKERS	23.40	9.04

BOIL0079A 11/01/1999

ACADIA, ALLEN, BEAUREGARD, BIENVILLE, CAMERON, CLAIBORNE,
 DE SOTO, EVANGELINE, GRANT, IBERIA, JACKSON, JEFFERSON DAVIS,
 LINCOLN, NATCHITOCHEs, RED RIVER, SABINE, ST. LANDRY, ST. MARY,
 UNION, VERMILION, VERNON, WEBSTER & WINN PARISHES:

	Rates	Fringes
BOILERMAKERS	20.10	6.50

BOIL0582A 11/01/2001

AVOYELLES, CALDWELL, CATAHOULA, CONCORDIA, EAST CARROLL, EAST
 FELICIANA, FRANKLIN, IBERVILLE, LA SALLE, MADISON, MOREHOUSE,
 OUACHITA, POINTE COUPEE, RICHLAND, ST. HELENA, TENSAS, WEST
 CARROLL & WEST FELICIANA PARISHES:

	Rates	Fringes
BOILERMAKERS	23.40	9.50

BRLA0001A 05/01/2001

	Rates	Fringes
BRICKLAYERS & STONEMASONS:		
AREA 1	17.40	3.80
AREA 2	15.86	2.85
AREA 3	14.75	1.95
AREA 4	16.05	3.05

BRICKLAYER & STONEMASON AREA DEFINITIONS

AREA 1 - Acadia, Allen, Beauregard, Cameron, Jefferson Davis
 & Vernon Parishes

AREA 2 - Assumption, East Feliciana, Iberia, Iberville,
 St. Helena, St. Mary, Tangipahoa, Vermilion, Washington &
 West Feliciana Parishes

AREA 3 - Bienville, Caldwell, Claiborne, De Soto, East Carroll,
 Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita,
 Red River, Richland, Tensas, Union, Webster & West Carroll
 Parishes

AREA 4 - Lafourche, Plaquemines, St. James & Terrebonne Parishes

BRLA0001E 11/01/1999

	Rates	Fringes
MARBLE SETTERS:		

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

AREA 1	17.27	3.20
AREA 2	16.14	2.85
AREA 3	14.75	1.95
AREA 4	16.45	3.05

TERRAZZO WORKERS & TILE SETTERS:

AREA 1	13.72	3.20
AREA 2	15.14	2.85
AREA 3	13.07	.95
AREA 4	15.45	3.05

AREA DEFINITIONS

AREA 1 - Acadia, Allen, Avoyelles, Beauregard, Cameron, Catahoula, Concordia, Evangeline, Grant, Jefferson Davis, La Salle, Natchitoches, Pointe Coupee, Sabine, St. Landry, Vernon & Winn Parishes

AREA 2 - Assumption, East Feliciana, Iberia, Iberville, St. Helena, St. Mary, Tangipahoa, Vermilion, Washington & West Feliciana Parishes

AREA 3 - Bienville, Caldwell, Claiborne, De Soto, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Tensas, Union, Webster & West Carroll Parishes

AREA 4 - Lafourche, Plaquemines, St. James & Terrebonne Parishes

BRLA0001H 11/01/1999

	Rates	Fringes
CAULKERS; CLEANERS; & POINTERS:		
AREA 1	17.27	3.20
AREA 2	16.14	2.85
AREA 3	14.75	1.95
AREA 4	16.45	3.05

MARBLE, TERRAZZO & TILE FINISHERS:

AREA 1	8.95	2.20
AREA 2	8.11	2.85
AREA 3	8.95	2.20
AREA 4	8.70	2.25

AREA DEFINITIONS

AREA 1 - Acadia, Allen, Avoyelles, Beauregard, Cameron, Catahoula, Concordia, Evangeline, Grant, Jefferson Davis, La Salle, Natchitoches, Pointe Coupee, Sabine, St. Landry, Vernon & Winn Parishes

AREA 2 - Assumption, East Feliciana, Iberia, Iberville,

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

St. Helena, St. Mary, Tangipahoa, Vermilion, Washington & West Feliciana Parishes

AREA 3 - Bienville, Caldwell, Claiborne, De Soto, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Tensas, Union, Webster & West Carroll Parishes

AREA 4 - Lafourche, Plaquemines, St. James & Terrebonne Parishes

CARP0062A 05/01/1998

	Rates	Fringes
ASSUMPTION, IBERIA (East of the Atchafalaya River), LAFOURCHE, PLAQUEMINES, ST. JAMES (South of the Mississippi River), ST. MARY (East of the Atchafalaya River), TANGIPAHOA, TERREBONNE & WASHINGTON PARISHES:		

LATHERS	14.78	2.30
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CARP0303B 07/01/2001

	Rates	Fringes
CATAHOULA, CONCORDIA & MADISON PARISHES:		

CARPENTERS	18.10	3.36
MILLWRIGHTS	19.10	3.36
PILEDRIVERMEN	19.10	3.36

CARP0403A 07/01/1998

	Rates	Fringes
AVOUELLES, GRANT, LA SALLE, NATCHITOCHES & SABINE PARISHES:		

CARPENTERS	15.00	
MILLWRIGHTS	15.75	
PILEDRIVERMEN	15.50	

CARP0720A 06/01/1998

	Rates	Fringes
EAST FELICIANA, IBERVILLE (Excluding portion south of an East-West line from Darrow, Louisiana to the Atchafalaya River), POINTE COUPEE, ST. HELENA, ST. JAMES (North of the Mississippi River) & WEST FELICIANA PARISHES:		

MILLWRIGHTS	15.60	.16
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CARP0764A 04/01/2001

	Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER & WEBSTER PARISHES:		

CARPENTERS	16.35	3.54
PILEDRIVERMEN	18.45	3.54
MILLWRIGHTS	18.95	3.54

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

LATHERS	18.70	3.54

CARP0953A 07/01/2001		
	Rates	Fringes
ALLEN, BEAUREGARD, CAMERON (Excluding Strategic Petroleum Reserve), JEFFERSON DAVIS & VERNON (Excluding Fort Polk) PARISHES:		
CARPENTERS & PILEDRIVERMEN	15.28	2.63
CAMERON (Strategic Petroleum Reserve) & VERNON (Fort Polk) PARISHES:		
CARPENTERS; MILLWRIGHTS; & PILEDRIVERMEN	18.21	2.63

CARP1098A 05/01/1998		
	Rates	Fringes
EAST FELICIANA, IBERVILLE (Excluding portion south of an East-West line from Darrow, Louisiana to the Atchafalaya River), POINTE COUPEE, ST. HELENA, ST. JAMES (North of the Mississippi River) & WEST FELICIANA PARISHES:		
CARPENTERS	10.40	1.95

CARP1476A 06/01/1998		
	Rates	Fringes
ALLEN, BEAUREGARD, CAMERON, JEFFERSON DAVIS & VERNON (Excluding Fort Polk) PARISHES:		
MILLWRIGHTS	12.53	.07

CARP1811A 07/01/1998		
	Rates	Fringes
CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, WEST CARROLL & WINN PARISHES:		
CARPENTERS	12.30	1.85
MILLWRIGHTS	13.20	1.85
PILEDRIVERMEN	12.80	1.85

CARP1897A 02/01/2001		
	Rates	Fringes
ACADIA, EVANGELINE, IBERIA (West of Atchafalaya River), ST. LANDRY, ST. MARY (West of Atchafalaya River) & VERMILION PARISHES:		
CARPENTERS	13.51	2.35

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

CARP9999A 02/01/1997

	Rates	Fringes
ASSUMPTION, IBERIA (East of the Atchafalaya River), IBERVILLE (South of an East-West line from Darrow, Louisiana to the Atchafalaya River), LAFOURCHE, PLAQUEMINES, ST. JAMES (South of the Mississippi River), ST. MARY (East of the Atchafalaya River), TANGIPAHOA, TERREBONNE & WASHINGTON PARISHES:		

CARPENTERS	14.21	3.20
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ELEC0130A 09/01/2001

	Rates	Fringes
ASSUMPTION, LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARY (Northeast of the Atchafalaya River) & TERREBONNE PARISHES:		

ELECTRICIANS & CABLE SPLICERS	21.14	3.81
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ELEC0130C 01/01/2000

	Rates	Fringes
ASSUMPTION, LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARY (Northeast of Atchafalaya River) & TERREBONNE PARISHES:		

LINE CONSTRUCTION:

Lineman	19.39	3.61
Hole Digging Equipment; Tractor with Winch & Derrick; Line Truck with Winch & Derrick Working in Hot Lines	14.54	3.47
Pole Truck & Trailer or Pole Hauling & Setting Truck (Not in Energized Lines)	12.60	3.41
Groundman	9.695	3.32
Truck without Winch	8.73	3.29

ELEC0194A 01/04/2001

	Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHEs (Northeast of the Red River), RED RIVER & WEBSTER PARISHES:		

ELECTRICIANS	18.90	7.53
CABLE SPLICERS	19.40	7.54

ELEC0194B 04/01/1998

	Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHEs (East of the Red River), RED RIVER & WEBSTER PARISHES:		

LINE CONSTRUCTION:

Lineman	14.45	3.39
Operator	10.60	3.25

DACA63-02-R-0001

00710-17

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Groundman; Truck Driver	6.45	3.09
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ELEC0446A 09/01/2001

	Rates	Fringes
CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION & WEST CARROLL PARISHES:		

ELECTRICIANS	17.35	3.80
CABLE SPLICERS	17.60	3.81

ELEC0446B 09/01/2001

	Rates	Fringes
CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION & WEST CARROLL PARISHES:		

LINE CONSTRUCTION:

Equipment Operator; Lineman	17.35	3.80
Cable Splicer	17.60	3.81
Groundman	11.28	3.62

ELEC0576A 09/01/2001

	Rates	Fringes
AVOUELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHEs (Southwest of Red River), SABINE, VERNON & WINN PARISHES:		

ELECTRICIANS	17.75	3.41
CABLE SPLICERS	18.25	3.43

ELEC0576C 09/01/2001

	Rates	Fringes
AVOUELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHEs (Southwest of Red River), SABINE, VERNON & WINN PARISHES:		

LINE CONSTRUCTION:

Equipment Operator; Lineman	17.75	3.41
Groundman	11.54	3.17

ELEC0861A 10/01/2001

	Rates	Fringes
ACADIA, ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River) & VERMILION PARISHES:		

ELECTRICIANS	18.40	4.51
CABLE SPLICERS	18.90	4.51

ELEC0861C 05/01/1998

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

ACADIA, ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS,
ST. MARY (Southwest of Atchafalaya River) & VERMILION PARISHES:

LINE CONSTRUCTION:

	Rates	Fringes
Equipment Operator; Lineman; & Truck Driver	19.70	3.96
Cable Splicer	20.20	3.98
Groundman	17.70	3.90

* ELEC0995A 12/01/2001

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. LANDRY
& WEST FELICIANA PARISHES:

ELECTRICIANS:

	Rates	Fringes
Electrical Contracts Up to & Including 5 Million Dollars:		
Electrician	18.65	4.55
Cable Splicer	18.90	4.57

Electrical Contracts Over 5 Million
Dollars:

Electrician	19.30	4.62
Cable Splicer	19.55	4.65

* ELEC0995C 12/01/2001

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. LANDRY
& WEST FELICIANA PARISHES:

LINE CONSTRUCTION:

	Rates	Fringes
Electrical Contracts Up To & Including \$5,000,000.00:		
Lineman; Technician	19.05	4.19
Cable Splicer	19.30	4.22
Heavy Equipment Operator	14.29	3.64
Truck Driver; Groundman	8.57	2.99

Electrical Contracts Over \$5,000,000.00:

Lineman; Technician	19.70	4.27
Cable Splicer	19.95	4.29
Heavy Equipment Operator	14.775	3.70
Truck Driver; Groundman	8.865	3.02

ELEC1077A 06/01/2001

TANGIPAHOA & WASHINGTON PARISHES:

	Rates	Fringes
ELECTRICIANS	18.05	3.04
CABLE SPLICERS	18.80	3.06

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

ELEV0016A 07/10/1999

	Rates	Fringes
ACADIA, ALLEN, ASSUMPTION, BEAUREGARD, CAMERON, EAST FELICIANA, EVANGELINE, IBERIA, IBERVILLE, JEFFERSON DAVIS, LAFOURCHE, PLAQUEMINES, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY, ST. MARY, TANGIPAHOA, TERREBONNE, VERMILION, WASHINGTON & WEST FELICIANA PARISHES:		

ELEVATOR MECHANICS	20.585	6.935+a+b
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FOOTNOTES:

a. Seven Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years

ELEV0098B 12/05/2000

	Rates	Fringes
AVOUELLES, BIENVILLE, CALDWELL, CATAHOULA, CLAIBORNE, CONCORDIA, DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHES, OUACHITA, RED RIVER, RICHLAND, SABINE, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL & WINN PARISHES:		

ELEVATOR MECHANICS	22.225	7.195+a+b
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FOOTNOTES:

a. 7 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years.

ENGI0406A 05/01/1998

	Rates	Fringes
EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA & WEST FELICIANA PARISHES; ASSUMPTION & ST. JAMES PARISHES (Northwest of a straight line drawn from the city of Berwick to the city of Lutcher); IBERIA PARISH (East & west of a line from the city of Berwick, north to the eastern boundary of the city of Krotz Springs); TANGIPAHOA & WASHINGTON PARISHES (West of a line drawn north from the city of Lutcher to the east side of the city of Hammond to the Louisiana-Mississippi border):		

POWER EQUIPMENT OPERATORS:

GROUP 1	16.11	2.50
GROUP 2	16.36	2.50
GROUP 3	16.61	2.50

DACA63-02-R-0001

00710-20

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

GROUP 4	16.86	2.50
GROUP 5	17.11	2.50
GROUP 6	17.36	2.50
GROUP 7	15.86	2.50
GROUP 8	13.18	2.50
GROUP 9	11.61	2.50
GROUP 10	9.45	2.50
GROUP 11	10.78	2.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Crane 60 Tons & Over; Crane Boom 100 ft. & Over, but less than 150 ft.; & Piledriver, Leads 100 ft. & Over, but less than 150 ft.

GROUP 2 - Crane 100 Tons, up to 125 Tons; Crane Boom 150 ft. & Over, but less than 225 ft.; & Piledriver, Leads 150 ft. & Over, but less than 225 ft.

GROUP 3 - Crane 125 Tons, up to 200 Tons; Crane Boom 225 ft. & Over, but less than 300 ft.; & Piledriver, Leads 225 ft. & Over, but less than 300 ft.

GROUP 4 - Crane 200 Tons, up to 300 Tons

GROUP 5 - Crane 300 Tons

GROUP 6 - Crane Boom 300 ft. & Over; & Pildedriver 300 ft. & Over

GROUP 7 - Crane; Backhoe; Cableway; Concrete Mixer, 16S & Up; Derrick; Dragline; Dredge; Hoist, 2 Drums; Locomotive Crane; Paving Mixer; Piledriver; Road Paver; Roller on Asphalt or Brick (5 Tons or Over); Shovel; Sideboom Cat; Bulldozer; Motor Patrol; Scraper; Hydrolift Crane; Hydrolift Truck; Yard Crane; Cherry Picker, etc.; Foundation, Boring & Reaming Machine; Cement Stabilizer; Trenching Machine; Asphalt Spreader; Traxcavator & Similar Front End Loading Equipment with Scoop or Bucket of 1 cu. yd. or more capacity; Tug Boat; Turnapull, Euclid, DW-10 & Other Similar Self-Loading Earth Moving Equipment; Concrete Pump (Not Pumpcrete); & Computer Batch Plant

GROUP 8 - A-Frame Truck; Crew Boat; Fireman; Fork Lift; Straddle Buggy; Traxcavator, Scoopmobile & Similar Front End Loading Equipment with Scoop or Bucket, Under 1 cu. yd. capacity; Locomotive; Well Point System; Unit Operator; & Hoist, 1 Drum, 4 stories & Over

GROUP 9 - Air Compressor; Asphalt Plant Engineer; Blade Grader; Distributor (Bituminous Surface); Finishing Machine (Concrete, Paving); Hoist, 1 Drum, Less than 4 stories; Concrete Mixer Under 16-S; Oiler Driver; Pump Crete; Street & Road Sweeper; Roller (Except on Asphalt or Brick); Roller, Asphalt or Brick (Under 5 Tons); Post-Hole Digger; Tractor, Bush Hog & Similar Grass or Bush Cutting Equipment; & Batch Plant

GROUP 10 - Oiler

GROUP 11 - Pump, Over 3" Suction; & Snatch Cat

 ENGI0406B 11/01/1998

Allen, Beauregard, Cameron, Jefferson Davis & Vernon Parishes:
 Rates Fringes

POWER EQUIPMENT OPERATORS:

Group 1	13.36	2.50
Group 2	9.25	2.50
Group 3	13.61	2.50
Group 4	13.86	2.50
Group 5	14.11	2.50
Group 6	14.36	2.50
Group 7	14.86	2.50
Group 8	8.59	2.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Crane; Derrick; Deck Winch (2); Hi-Ho & Similar Type Equipment; Three Drum (or more) Stabilizer; Pull; Concrete Mixer 1 yd. & over; Paver; Ditching or Trenching Machine (Track Type); Mechanic & Equipment Welder; Wellpoint System; Hoist, 2 Drums or more; Hoist, 1 Drum, 40 Vertical ft. or more; Scraper; Bulldozer, Rubber-tired or Track, other than Farm-type; Scoopmobile; Motor Patrol; Gradeall; Roller on Hot Mix; Asphalt Paving Machine; Front End Loader, other than Farm-type, 1 cu. yd. or over; Shovel & Backhoe & Equivalent Equipment; Piledriver; Sideboom Cat; Boom Truck; Bush Hog; Cableway; Cherry Picker; Dredge; Foundation Drill Locomotive; Motorized Street Sweeper (Self-propelled) Push Cat; & Test Pump (Internal Combustion Engine Powered)

GROUP 2 - Two Drum & Single Drum Stabilizer; Front End Loader under 1 cu. yd.; A-Frame Truck when handling Steel or Pipe; Finishing Machine (Concrete); Power Subgrader; 2 Tractors (Crawler Type); 1 Drum Hoist Under 40 Vertical Ft.; Fireperson; Concrete Spreader; Pugmill; Bituminous Distributor on Surface Treatment & Equivalent Equipment; Bull Float & Equivalent Equipment; Job Greaseman; Work Boat, not requiring licensed operators; Inboard & Outboard Motored Crew Boat; Concrete Mixer Under 1 yd.; Spray Curing Machine; Roller on Subgrade; 1 Air Compressor over 125 cu. ft.; Form Grader; Asphalt Finisher Screedman; Pump Over 4"; Scale Operator; Crusher; Concrete Jointing Machine; Concrete Saw; Tack Machine & Equivalent Equipment; Pumpcrete; Electric Elevator (Inside); Oiler Driver; Farm-type Rubber Tired Tractor with attachments, except Backhoe; Kolum Buff & Similar Equipment; Fork Lift, 10-ton capacity & Under; Batch Plant; Oiler on Crane using Air to Drive Pile; Fireperson Operating Steam Valve, Unit Operator; Mixer (1 Sack Under); Oiler-Compressor; Oiler-Driver on Motor Crane; Oiler-Fireperson; Pump (Under 3" Suction); Scale Operator, Water Blast Pump; & Welding Machine

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

GROUP 3 - Operator on Crane 60 to 99 Tons; Crane with Boom 100 Ft. to 149 Ft.

GROUP 4 - Operator on Crane 100 to 125 Tons; Crane with Boom 150 Ft. to 224 Ft.

GROUP 5 - Operator on Crane 126 to 200 Tons

GROUP 6 - Operator on Crane 201 to 300 Tons; Crane with Boom 225 Ft. to 299 Ft.

GROUP 7 - Operator on Crane Over 300 Tons; Crane with Boom 300 & Over

GROUP 8 - Oiler

ENGI0406C 05/06/1998

Rates Fringes
BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER & WEBSTER PARISHES:

POWER EQUIPMENT OPERATORS:

GROUP 1	9.91	3.55
GROUP 2	11.79	3.55
GROUP 3	12.65	3.55
GROUP 4	13.50	3.55
GROUP 5	14.23	3.55
GROUP 6	14.87	3.55
GROUP 7	15.41	3.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Unit Operator; Well Point; Water Pump (Over 6"); Fireman; Assistant to Engineer (Oiler, Signalman, Tender); Motorized Sweeper; & Roller

GROUP 2 - A-Frame, Winch Truck; Farm Type Tractor with Attachments (Excluding Backhoe); Single Drum Hoist (Less than 6 stories or 60 ft.); Elevator Operator; Kolum Buff Machine; Bull Float; Concrete Spreader; Finish Machine; Dowel Bar Machine; Oiler Driver; Distributor (Bituminous Surface); Forklift (Up to 10,000 lbs.); Ditchwitch & Similar Equipment (Under 66" Depth); & Skytrack, Carrylift & Similar Equipment

GROUP 3 - Pull Cat; Concrete Pump (Under 6"); Straddle Buggy; Crawler Tractor, Bulldozer & Front End Loader (D-4 Equivalent & Under); A-Frame, Winch Truck (When Handling Steel or Pipe); & Grease Serviceman

GROUP 4 - Asphalt Plant; Backhoe (Rubber Tired); Hydralift & Boom Truck; Double Drum Hoist; Single Drum Hoist (Over 6 stories or 60 ft.); Motor Patrol (General); Multiengine Scrapper (Tandem or Dual Units); Hydrocrane (Less than 15 Tons); Winch Cat (Hoisting); Road Paver; Concrete Pump (Over 6"); Tractorvator; Forklift (Over 10,000 lbs.); Asphalt

Spreader; Sideboom Cat; & Scoopmobile

GROUP 5 - Crane (Under 60 Tons); Clamshell, Dragline, Shovel, Track Mounted Backhoe (Up to 2 Yds.); Motor Patrol (Finish); Crawler, Tractor, Bulldozer, Front End Loader (Over D-4 & Equivalent); Cableway; Concrete Mixer, Batch Plant; Derrick; Trenching & Ditching Machine (Over 66" Depth); Hoist (Over 2 Drums); Piledriver; & Mechanic, Welder

GROUP 6 - Clamshell, Dragline, Shovel, Track Mounted Backhoe (Over 2 Yds.); & Crane (Under 200 Tons)

GROUP 7 - Crane (200 Tons & Over)

ENGI0406D 11/01/1998

Rates Fringes
ACADIA, AVOYELLES, CALDWELL, CATAHOULA, CONCORDIA, EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, IBERIA (Excluding portion east & west of a line from the city of Berwick, north to the eastern boundary of the city of Krotz Springs), JACKSON, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, RICHLAND, SABINE, ST. LANDRY, ST. MARY, TENSAS, UNION, VERMILION, WEST CARROLL & WINN PARISHES:

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
GROUP 1	9.55	2.20
GROUP 2	10.58	2.20
GROUP 3	10.68	2.20
GROUP 4	11.15	2.20
GROUP 5	13.32	2.20

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Oiler

GROUP 2 - Oiler-Driver

GROUP 3 - Scaleperson

GROUP 4 - Air Compressor; Asphalt Plant; Bulldozer, D-4 & Equivalent & Under; Bullfloats; Concrete Spreader; Finishing Machines; Concrete Mixers (16-s or less); Concrete Saw; Distributors (Bituminous Surface); Dowell Bar Machine; Farm-type Tractor (With all attachments, except Backhoe); Fire-person; Fork Lifts (Other than Setting Steel, Machinery or Pipe); Hoist, 1 Drum less than 4 stories; Kolum Buff Machine; Pull Cats; Pump (3" & Over); Pump, Concrete (Under 6"); Rollers, except on Asphalt or Brick; Straddle Buggies; Sweepers on Streets & Roads (Motorized); Winch Truck, A-Frame (Other than handling Steel or Pipe)

GROUP 5 - Asphalt Spreader; Backhoe; Bulldozer, Over D-4 & Equivalent; Cableways; Concrete Mixer, Over 16-s; Cranes; Derricks; Ditching or Trenching Machines; Draglines; Fork Lifts (Setting Steel, Machinery or Pipe); Front End Loaders

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

(Except Farm-type Tractors); Grease Service Person; Hoist, 1 Drum, 4 stories or more or 40 ft. (on Structures other than buildings); Hoist, 2 Drums & Over; Hydrolifts; Heavy Duty Mechanic; Motor Patrols; Piledrivers; Pump Concrete (6" & Over); Road Pavers; Rollers on Asphalt or Brick; Scoopmobiles; Scrapers; Sideboom Cats; Shovels; Tractor-vators; Welder; Winch Cats (Hoisting); Winch Truck, A-Frame (Handling Steel or Pipe)

 ENGI0406E 11/01/1998

	Rates	Fringes
LAFOURCHE, PLAQUEMINES & TERREBONNE PARISHES;		
ASSUMPTION, ST. JAMES, ST. MARY, TANGIPAOHA & WASHINGTON PARISHES (That portion of southeastern Louisiana bounded on the north by the state of Mississippi, on the east by the state of Mississippi & the Mississippi Sound, on the south by the Gulf of Mexico & on the west by a line drawn as follows: beginning at a point on the Louisiana-Mississippi boundary in Washington Parish, due north of the town of Hackley, then southwesterly in a straight line to a point on the east bank of the Mississippi River at the southernmost point of Lutcher ((including Gramercy in the area)), thence in a more southwesterly direction in a straight line to midstream of the Atchafalaya River at Morgan City-Berwick ((including Morgan City in this area)), thence southerly on a line following midstream of the Atchafalaya River to the Atchafalaya Bay & in a line due south to the Gulf of Mexico):		

POWER EQUIPMENT OPERATORS:

GROUP 1	17.23	2.50
GROUP 2	16.73	2.50
GROUP 3	16.23	2.50
GROUP 4	15.98	2.50
GROUP 5	15.73	2.50
GROUP 6	15.48	2.50
GROUP 7	15.23	2.50
GROUP 8	12.68	2.50
GROUP 9	12.49	2.50
GROUP 10	10.79	2.50
GROUP 11	9.08	2.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Crane Over 400 Tons; & Crane Boom 400 Ft. & Over

GROUP 2 - Crane 300 Tons & Up to 400 Tons; Crane Boom 300 Ft. & Over, but Less Than 400 Ft.; & Tower Crane Over 30 Floors

GROUP 3 - Crane 200 Tons & Up to 300 Tons; Crane Boom 225 Ft. & Over, but Less Than 300 Ft.; & Tower Crane Boom Height 225 Ft. & Over Up to 30 Floors

GROUP 4 - Crane 125 Tons & Up to 200 Tons

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

GROUP 5 - Crane 100 Tons & Up to 125 Tons; Crane Boom 150 Ft. & Over, but Less Than 225 Ft.; Tower Crane Boom Height 150 Ft. & Over, but Less Than 225 Ft.

GROUP 6 - Crane 60 Tons & Above; Crane Boom 100 Ft. & Over, but Less Than 150 Ft.; Tower Crane Boom Height 100 Ft. & Over, but Less Than 150 Ft.

GROUP 7 - Heavy Equipment

GROUP 8 - Unit & wellpoint

GROUP 9 - Light Equipment

GROUP 10 - Batch Plant; & Oiler (Driver)

GROUP 11 - Oiler

IRON0058A 06/18/2001

Rates Fringes

PLAQUEMINES PARISH;

LAFOURCHE, ST. JAMES, TANGIPAOHA, TERREBONNE & WASHINGTON PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, east of the city limits of Warrenton, Louisiana, southwest through Hammond, Louisiana to the Gulf of Mexico):

IRONWORKERS 17.30 4.70

IRON0469A 06/18/2001

Rates Fringes

MADISON PARISH (The cities of Mound & Delta & adjacent areas):

IRONWORKERS 17.30 4.41

IRON0591A 06/18/2001

Rates Fringes

DE SOTO, RED RIVER & WEBSTER PARISHES;

BIENVILLE, CLAIBORNE, NATCHITOCHEs & WINN PARISHES (West of a line drawn directly south from the Arkansas-Louisiana border through the cities of Arcadia & Cloutierville);

SABINE PARISH (North of a line drawn from the Natchitoches Parish boundary west through the city of Peason to the Texas-Louisiana border):

IRONWORKERS 17.30 4.40

IRON0623A 06/18/2001

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

	Rates	Fringes
ASSUMPTION, AVOYELLES, EAST FELICIANA, IBERIA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. MARY & WEST FELICIANA PARISHES;		
ACADIA, EVANGELINE, ST. LANDRY & VERMILION PARISHES (East of a line drawn from the meeting point of the boundaries of the Parishes of Avoyelles, Evangeline & Rapides, southeast along the western city limits of Abbeville to the Gulf of Mexico);		
CATAHOULA, CONCORDIA & LA SALLE PARISHES (South of a line drawn from Natchez through the city of Cottonport to the Rapides Parish line, then west along the southern border of Rapides Parish);		
LAFOURCHE, TANGIPAHOA, TERREBONNE & WASHINGTON PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico);		
ST. JAMES PARISH (West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico):		

IRONWORKERS	17.30	4.40

IRON0710A 06/18/2001

	Rates	Fringes
ALLEN, BEAUREGARD, CALDWELL, CAMERON, EAST CARROLL, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LINCOLN, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, VERNON & WEST CARROLL PARISHES;		
ACADIA, EVANGELINE, ST. LANDRY & VERMILION PARISHES (Southwest of Rapides Parish & west of a line south of the westernmost border between Rapides & Evangeline);		
BIENVILLE, CLAIBORNE, NATCHITOCHEs & WINN PARISHES (East of a line drawn directly south from the Arkansas-Louisiana border through the cities of Arcadia & Cloutierville);		
CATAHOULA, CONCORDIA & LA SALLE PARISHES (North of a line drawn from Natchez through the city of Cottonport to the Rapides Parish line);		
MADISON PARISH (Except the cities of Mound, Delta & adjacent areas):		

IRONWORKERS	17.30	4.41

LABO0207A 06/01/1999

	Rates	Fringes
ALLEN, BEAUREGARD, CAMERON, JEFFERSON DAVIS & VERNON PARISHES:		
LABORERS:		
Vernon Parish (Ft. Polk)	9.75	1.75

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Allen, Beauregard, Cameron,
 Jefferson Davis & Vernon (Exclu.
 Ft. Polk) Parishes 9.75 1.75

LABO0229A 05/01/1998

Rates Fringes
 BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER, SABINE & WEBSTER
 PARISHES:

LABORERS:

Jackhammer Operators 7.50 .90
 All Other Laborers 6.10 .90

LABO0689A 07/01/1998

Rates Fringes
 ASSUMPTION, LAFOURCHE, PLAQUEMINES, ST. JAMES, TANGIPAHOA,
 TERREBONNE & WASHINGTON PARISHES:

LABORERS:

Assumption, St. James, Tangipahoa &
 Washington Parishes 6.91 1.42
 Lafourche & Plaquemines Parishes 8.13 1.42
 Terrebonne parish 9.70 1.42

LABO0762A 11/01/1998

Rates Fringes
 ACADIA, AVOYELLES, EVANGELINE, GRANT, IBERIA, LA SALLE,
 NATCHITOCHEs, ST. LANDRY, ST. MARY, VERMILION & WINN PARISHES:

LABORERS:

GROUP 1 8.92 .80
 GROUP 2 9.12 .80

LABORER CLASSIFICATIONS

GROUP 1 - Building; Rotary Drill; & Foundation Drill Crewmen

GROUP 2 - Mason Mixer; Plaster Mixer; Mechanical Tool Operator
 (Jackhammer, Vibrator, Tamper, Chipping Gun, Soil Tiller) &
 Burner on Demolition; Sandblaster; Laying Concrete Pipe, Clay
 Pipe, Plastic Pipe, Asbestos Cement Pipe, Casing Pipe &
 Corrugated Metal Pipe, as Sewer Pipe & Underground Tile
 (Caulkers, Joint Wipers, Hot Pot & Pipe Layers); Gas & Oil
 Pipeline Laborer; Wrapper & Doper

LABO0831A 11/01/1998

Rates Fringes
 CALDWELL, CATAHOULA, CONCORDIA, EAST CARROLL, FRANKLIN, JACKSON,
 LINCOLN, MADISON, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION
 & WEST CARROLL PARISHES:

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

LABORERS:

GROUP 1	8.45	.80
GROUP 2	8.60	.80
GROUP 3	8.75	.80

LABORER CLASSIFICATIONS

GROUP 1 - General; Tender (Brickmason, Stonemason, Cement Mason, Carpenter & Plasterer); Stripping & Dismantling; Concrete Form Work; Loading, Unloading, Carrying & Handling Steel & Steel Mesh; Assisting to the Setting of Cut Stone, Granite or Artificial Stone; Building Scaffold; & Shoring

GROUP 2 - Mechanical Tool Operator (Air, Electric, Motor, Engine, Etc.); Sewer Pipelayer; Mortar Mixer (Hand or Machine); Gunnite Operator; Tile, Terrazzo & Marble Setter Finishers

GROUP 3 - Pipe Doper & Burner

LABO1177A 05/01/1998

	Rates	Fringes
EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA & WEST FELICIANA PARISHES:		

LABORERS:

GROUP 1	9.50	1.05
GROUP 2	9.60	1.05
GROUP 3	9.65	1.05
GROUP 4	10.23	1.05
GROUP 5	9.98	1.05
GROUP 6	9.90	1.05
GROUP 7	7.21	1.05

LABORER CLASSIFICATIONS

GROUP 1 - Building & General; Carpenter Tender; Scaffold Building; Handling & Conveying Materials; Handling Steel Pans; Tank Scalers; Mixing & Pouring Concrete; & Deck Hands

GROUP 2 - Scaler Using Boatswain Chair, Safety Belt or Power Tool; Power Tool Operator (Hammer Man, Tamper Man, Concrete Chipper or Cutter, Vibrator, Power Buggy, & Chain Saw Operator); Pipe & Sewer Man (Laying of all types of Pipe, Wiping Joints, Cleaning & Wrapping Pipe, Caulker & Grade Carrier)

GROUP 3 - Mason Tender; Plasterer Tender; Cement Mix (Wet or Dry); Hod Carrier; Mortar Mixer & Cement Mixer (Wet or Dry); Hot Pan Man; Concrete Cutter & Puddler; Asphalt Worker; Well Drilling Tender; Guniting Worker & Pot Tender (Sandblasting)

GROUP 4 - Blaster-Powder Man

GROUP 5 - Blaster-Powder Man Tender

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

GROUP 6 - Form Setter & Liner, Steel; Nozzle Operator (Guniting or Sandblasting)

GROUP 7 - Cleanup

PAIN0080B 05/15/2001

	Rates	Fringes
ACADIA, ALLEN (Part), BEAUREGARD (Part), CAMERON (Part), EVANGELINE (Part) & JEFFERSON DAVIS (Part) PARISHES:		

GLAZIERS	15.60	2.40
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PAIN0080D 11/01/2000

	Rates	Fringes
ACADIA (Part), ALLEN, BEAUREGARD, CAMERON, EVANGELINE (Part) & JEFFERSON DAVIS PARISHES:		

PAINTERS	13.94	1.15
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PAIN0080I 04/01/2001

	Rates	Fringes
ASSUMPTION (South of Grand Bayou), LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARY (Morgan City Area), TERREBONNE & WASHINGTON PARISHES:		

PAINTERS:

Power Plants, Refineries, Cracking Plants, Tank Farms, Chemical Processing Plants, Missile Plants, Smoke Stacks & Cat Crackers	14.99	3.10
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All Other Commercial Building Work	13.99	3.10
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PAIN0080K 04/01/2000

	Rates	Fringes
BIENVILLE, CALDWELL, CATAHOULA, CLAIBORNE, DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, RED RIVER, RICHLAND, SABINE, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL & WINN PARISHES:		

PAINTERS	11.00	1.90
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PAIN0728B 05/01/1997

	Rates	Fringes
ACADIA (Part), ASSUMPTION (North of Hwy #22), CONCORDIA, EAST FELICIANA, IBERIA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. LANDRY (Southern half), ST. MARY (Excluding Morgan City Area), TANGIPAHOA (West of Hwy #51), VERMILION & WEST FELICIANA PARISHES:		

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

PAINTERS:

Drywall; Taping; Floating;		
Sheetrock; & Texture	12.90	1.45
Brush; Sandblasting; Spray & Steel	14.65	1.45

LA010005 - 1

PAIN1244N 03/01/2000

	Rates	Fringes
ALLEN (Part), ASSUMPTION, AVOYELLES, BEAUREGARD (Part), BIENVILLE, CALDWELL, CAMERON (Part), CATAHOULA, CLAIBORNE, CONCORDIA, DE SOTO, EAST CARROLL, EAST FELICIANA, EVANGELINE (Part), FRANKLIN, GRANT, IBERIA, IBERVILLE, JACKSON, JEFFERSON DAVIS (Part), LA SALLE, LAFOURCHE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, PLAQUEMINES, POINTE COUPEE, RED RIVER, RICHLAND, SABINE, ST. HELENA, ST. JAMES, ST. LANDRY, ST. MARY, TANGIPAHOA, TENSAS, TERREBONNE, UNION, VERMILION, VERNON, WASHINGTON, WEBSTER, WEST CARROLL, WEST FELICIANA & WINN PARISHES:		

GLAZIERS	15.20	2.94
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PLAS0483A 05/01/1998

	Rates	Fringes
ASSUMPTION, EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. JAMES, TANGIPAHOA & WEST FELICIANA PARISHES:		

PLASTERERS	15.20	
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PLAS0487A 04/01/1998

	Rates	Fringes
ALLEN, AVOYELLES, BEAUREGARD, CAMERON, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, JEFFERSON DAVIS, LA SALLE & VERNON PARISHES:		

CEMENT MASONS	13.42	
PLASTERERS	14.20	

PLAS0567A 07/01/1999

	Rates	Fringes
LAFOURCHE, PLAQUEMINES & TERREBONNE PARISHES:		

CEMENT MASONS (Building Foundations only)	14.08	1.68
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PLAS0685A 10/01/1998

	Rates	Fringes
ACADIA, IBERIA, ST. LANDRY, ST. MARY & VERMILION PARISHES:		

CEMENT MASONS	11.00	2.20
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ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

PLAS0685C	07/01/1998		
		Rates	Fringes
ACADIA, IBERIA, ST. LANDRY, ST. MARY & VERMILION PARISHES:			
PLASTERERS		14.25	.01

PLAS0812A	05/01/1998		
		Rates	Fringes
ASSUMPTION, EAST FELICIANA, IBERVILLE, POINT COUPEE, ST. HELENA, ST. JAMES, TANGIPAHOA & WEST FELICIANA PARISHES:			
CEMENT MASONS		13.55	

PLAS0903A	05/01/1998		
		Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER & WEBSTER PARISHES:			
CEMENT MASONS		9.65	.85

PLUM0060A	06/01/2001		
		Rates	Fringes
LAFOURCHE, PLAQUEMINES, ST. JAMES (Eastern part), TANGIPAHOA (Cities of Robert, Hammond, Ponchatoula, Tickfaw, Baptist & Pumpkin Center) TERREBONNE & WASHINGTON PARISHES:			
PIPEFITTERS; PLUMBERS; & STEAMFITTERS		19.65	4.56

PLUM0106A	11/01/2001		
		Rates	Fringes
ACADIA, ALLEN, BEAUREGARD, CAMERON, IBERIA (West of Hwy 31 & Hwy 83), JEFFERSON DAVIS, ST. LANDRY & VERMILION PARISHES:			
PLUMBERS & STEAMFITTERS		17.38	4.04

PLUM0141A	08/01/2000		
		Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER, SABINE & WEBSTER PARISHES;			
NATCHITOCHEs & VERNON PARISHES (Northwest of a line drawn from Natchitoches to Anacoco through Bellwood & north of Hwy #111 between Anacoco & Haddens);			
WINN PARISH (West of a line drawn from Winnfield to the junction of the Parish boundaries of Winn, Bienville & Jackson):			
PLUMBERS & PIPEFITTERS		17.90	5.55

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

PLUM0198A 06/01/2001

	Rates	Fringes
ASSUMPTION, EAST FELICIANA, IBERIA (East of Hwy 31 & Hwy 83), IBERVILLE, POINTE COUPEE, ST. HELENA, ST. JAMES (Western part), ST. MARY, TANGIPAHOA (Excluding Cities of Robert, Hammond, Ponchatoula, Tickfaw, Baptist & Pumpkin Center) & WEST FELICIANA PARISHES:		

PLUMBERS & STEAMFITTERS	21.00	4.30
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PLUM0247A 05/01/2001

	Rates	Fringes
AVOUELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHEs (City limits of Natchitoches, Hwy #6 to Hagedwood & Hwy #117), & VERNON (Ft. Polk & Hwy #117, south to Leesville) PARISHES:		

PLUMBERS & STEAMFITTERS:

Work where contract price of the mechanical work is less than \$3,000,000.00	17.20	3.70
Work where contract price of the mechanical work is more than \$3,000,000.00	18.20	3.70

PLUM0659A 07/01/2001

	Rates	Fringes
CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, WEST CARROLL & WINN (North of Hwy #84) PARISHES:		

PIPEFITTERS; PLUMBERS; & STEAMFITTERS	17.00	3.95
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ROOF0059A 07/01/1998

	Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHEs, RED RIVER, SABINE & WEBSTER PARISHES:		

ROOFERS:

Roofers	9.75	.24
Kettlemen	6.50	.24

ROOF0076A 05/01/1998

	Rates	Fringes
ALLEN, BEAUREGARD, CAMERON, EVANGELINE, JEFFERSON DAVIS, VERMILION & VERNON PARISHES:		

ROOFERS	12.90	.20
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ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

ROOF0141A 05/01/1998

	Rates	Fringes
ASSUMPTION, LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARY, TERREBONNE & WASHINGTON PARISHES:		
ROOFERS	12.00	1.90

ROOF0191A 01/01/1998

	Rates	Fringes
CALDWELL, CATAHOULA, CONCORDIA, EAST CARROLL, FRANKLIN, GRANT, JACKSON, LA SALLE, LINCOLN, MADISON, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, WEST CARROLL & WINN PARISHES:		
ROOFERS:		
Roofers	12.30	.30
Kettlemen	9.40	.30

ROOF0317A 10/01/2000

	Rates	Fringes
ACADIA, AVOYELLES, EAST FELICIANA, IBERIA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. LANDRY, TANGIPAHOA & WEST FELICIANA PARISHES:		
ROOFERS	15.50	2.70

SFLA0669A 04/01/2001

	Rates	Fringes
SPRINKLER FITTERS	21.52	6.50

SHEE0011A 11/01/2001

	Rates	Fringes
LAFOURCHE, PLAQUEMINES, ST. JAMES, TERREBONNE & WASHINGTON PARISHES:		
SHEET METAL WORKERS	20.17	5.94

SHEE0021A 08/01/2000

	Rates	Fringes
ACADIA, ALLEN, ASSUMPTION, BEAUREGARD, CAMERON, EAST FELICIANA, EVANGELINE, IBERIA, IBERVILLE, JEFFERSON DAVIS, POINTE COUPEE, ST. HELENA, ST. LANDRY, ST. MARY, TANGIPAHOA, VERMILION & WEST FELICIANA PARISHES:		
SHEET METAL WORKERS	19.95	4.52

SHEE0361A 07/01/2001

	Rates	Fringes
AVOYELLES, BIENVILLE, CALDWELL, CATAHOULA, CLAIBORNE, CONCORDIA,		

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, LA SALLE,
 LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, RED RIVER,
 RICHLAND, SABINE, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL &
 WINN PARISHES:

SHEET METAL WORKERS 21.27 5.45

TEAM0005A 10/04/1998

	Rates	Fringes
ACADIA, ASSUMPTION, EAST FELICIANA, EVANGELINE, IBERIA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY, ST. MARY, TANGIPAHOA, VERMILION, WASHINGTON & WEST FELICIANA PARISHES:		

TRUCK DRIVERS:

Pickups	10.98
Fuel	11.35
Over 1 Ton, Up to, but not Including 3 Tons	11.23
3 Tons, Up to, but not Including 5 Tons	11.35
5 Tons & Over, Including, but not limited to Winch, Dempsey, Dumpster, Lowboy, Semi-Trailer, Euclid, Tournapull & Similar Equipment Used for Transporting Material	11.52
Larger Trucks (Carry Capacity of rear Axles 50,000 lbs. & Over Winch with "A" Frame when used for transporting material	11.65 11.48

TEAM0270A 11/01/1998

	Rates	Fringes
LAFOURCHE, PLAQUEMINES & TERREBONNE PARISHES:		

TRUCK DRIVERS:

Up to 1 1/2 Tons	12.59
1 1/2 Tons up to, but not including 3 Tons	12.70
3 Tons up to, but not including 5 Tons	12.75
5 Tons & Over	13.01

TEAM0568A 11/01/1998

	Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER & WEBSTER PARISHES:		

TRUCK DRIVERS:

GROUP 1	9.87
GROUP 2	9.95
GROUP 3	10.20
GROUP 4	10.35

GROUP 5	10.50
GROUP 6	10.70
GROUP 7	11.05

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Pickup; Spotter & Dumper of Dirt, Gravel, Etc.

GROUP 2 - Stake Body; Flat Bed

GROUP 3 - Single Axle Dump & Water Truck; Transit Mix, Up to & Including 3 yds.

GROUP 4 - Tandem Axle Dump, Batch & Water Truck over 3 tons; Pickup with Trailer

GROUP 5 - Mississippi Wagon, Float, Tractor Trailer; Rubber Tired Tractor & Wobble Wheels

GROUP 6 - Euclid; Lowboy; Dempsey Dumpster; Koehring Dump; 5 Axle Truck; Transit Mix Over 3 yds.

GROUP 7 - Fork Lift

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number LA010039

Superseded General Decision No. LA000039

State: Louisiana

**Construction Type:
HIGHWAY**

County(ies):

ALLEN	CAMERON	LA SALLE
AVOUELLES	GRANT	VERNON
BEAUREGARD	JEFFERSON DAVIS	

HIGHWAY CONSTRUCTION PROJECTS (Does not include building structures in rest area projects)

Modification Number	Publication Date
0	03/02/2001

COUNTY(ies):

ALLEN	CAMERON	LA SALLE
AVOUELLES	GRANT	VERNON
BEAUREGARD	JEFFERSON DAVIS	

SULA3002A 10/29/1996

	Rates	Fringes
CARPENTERS (Including Form Work)	9.11	1.60
CEMENT MASONS (Does Not Include Rebar)	8.55	
IRONWORKERS, Reinforcing	8.15	
LABORERS:		
Unskilled	6.20	
Flagger	5.63	
POWER EQUIPMENT OPERATORS:		
Backhoe	9.23	
Dozer	9.19	
Front End Loader	8.66	
Grader	8.68	
Roller	8.00	
Scraper	8.70	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number LA010009

Superseded General Decision No. LA000009

State: Louisiana

**Construction Type:
HEAVY**

County(ies):

ASSUMPTION	GRANT	SABINE
AVOUELLES	IBERIA	ST HELENA
BIENVILLE	IBERVILLE	ST MARY
CALDWELL	JACKSON	TANGIPAHOA
CATAHOULA	LA SALLE	TENSAS
CLAIBORNE	LINCOLN	UNION
CONCORDIA	MADISON	VERMILION
DE SOTO	MOREHOUSE	VERNON
EAST CARROLL	NATCHITOCHE	WASHINGTON
EAST FELICIANA	POINTE COUPEE	WEST CARROLL
EVANGELINE	RED RIVER	WEST FELICIANA
FRANKLIN	RICHLAND	WINN

HEAVY CONSTRUCTION PROJECTS (Does not include Elevated Storage Tanks)

Modification Number	Publication Date
0	03/02/2001
1	05/04/2001
2	06/08/2001
3	07/06/2001
4	08/17/2001
5	10/05/2001
6	11/09/2001
7	12/14/2001

COUNTY(ies):

ASSUMPTION	GRANT	SABINE
AVOUELLES	IBERIA	ST HELENA
BIENVILLE	IBERVILLE	ST MARY
CALDWELL	JACKSON	TANGIPAHOA
CATAHOULA	LA SALLE	TENSAS
CLAIBORNE	LINCOLN	UNION
CONCORDIA	MADISON	VERMILION
DE SOTO	MOREHOUSE	VERNON
EAST CARROLL	NATCHITOCHE	WASHINGTON
EAST FELICIANA	POINTE COUPEE	WEST CARROLL
EVANGELINE	RED RIVER	WEST FELICIANA
FRANKLIN	RICHLAND	WINN

ELEC0130J 09/01/2001

ASSUMPTION & ST. MARY (Northeast of the Atchafalaya River)
PARISHES: Rates Fringes

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

ELECTRICIANS	21.14	3.81
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ELEC0194G 01/04/2001

	Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHEs (Northeast of the Red River) & RED RIVER PARISHES:		

ELECTRICIANS	18.90	7.53
CABLE SPLICERS	19.40	7.54

ELEC0446D 09/01/2001

	Rates	Fringes
CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION & WEST CARROLL PARISHES:		

ELECTRICIANS	17.35	3.80
CABLE SPLICERS	17.60	3.81

ELEC0576B 09/01/2001

	Rates	Fringes
AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHEs (Southwest of Red River), SABINE, VERNON & WINN PARISHES:		

ELECTRICIANS	17.75	3.41
CABLE SPLICERS	18.25	3.43

ELEC0861D 10/01/2001

	Rates	Fringes
IBERIA, ST. MARY (Southwest of Atchafalaya River) & VERMILION PARISHES:		

ELECTRICIANS	18.40	4.51
CABLE SPLICERS	18.90	4.51

* ELEC0995B 12/01/2001

	Rates	Fringes
EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA & WEST FELICIANA PARISHES:		

ELECTRICIANS:

Electrical Contracts Up to & Including 5 Million Dollars:

Electrician	18.65	4.55
Cable Splicer	18.90	4.57

Electrical Contracts Over 5 Million Dollars:

Electrician	19.30	4.62
Cable Splicer	19.55	4.65

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

ELEC1077A	06/01/2001	
	Rates	Fringes
TANGIPAHOA & WASHINGTON PARISHES:		
ELECTRICIANS	18.05	3.04
CABLE SPLICERS	18.80	3.06

PLUM0060E	06/01/2001	
	Rates	Fringes
TANGIPAHOA (Cities of Robert, Hammond, Ponchatoula, Tickfaw, Baptist & Pumpkin Center) & WASHINGTON PARISHES:		
PIPEFITTERS; PLUMBERS; & STEAMFITTERS		
	19.65	4.56

PLUM0106B	11/01/2001	
	Rates	Fringes
IBERIA (West of Hwy 31 & Hwy 83) & VERMILION PARISHES:		
PLUMBERS & STEAMFITTERS	17.38	4.04

PLUM0141C	08/01/2000	
	Rates	Fringes
BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER & SABINE PARISHES;		
NATCHITOCHES & VERNON PARISHES (Northwest of a line drawn from Natchitoches to Anacoco through Bellwood & north of Hwy #111 between Anacoco & Haddens);		
WINN PARISH (West of a line drawn from Winnfield to the junction of the Parish boundaries of Winn, Bienville & Jackson):		
PLUMBERS & PIPEFITTERS	17.90	5.55

PLUM0198B	06/01/2001	
	Rates	Fringes
ASSUMPTION, EAST FELICIANA, IBERIA (East of Hwy 31 & Hwy 83), IBERVILLE, POINTE COUPEE, ST. HELENA, ST. MARY, TANGIPAHOA (Excluding Cities of Robert, Hammond, Ponchatoula, Tickfaw, Baptist & Pumpkin Center) & WEST FELICIANA PARISHES:		
PLUMBERS & STEAMFITTERS	21.00	4.30

PLUM0247A	05/01/2001	
	Rates	Fringes
AVOUELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (City limits of Natchitoches, Hwy #6 to Hagedwood & Hwy #117), & VERNON (Ft. Polk & Hwy #117, south to Leesville) PARISHES:		

ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

PLUMBERS & STEAMFITTERS:

Work where contract price of the mechanical work is less than \$3,000,000.00	17.20	3.70
Work where contract price of the mechanical work is more than \$3,000,000.00	18.20	3.70

PLUM0659A 07/01/2001

	Rates	Fringes
CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, WEST CARROLL & WINN (North of Hwy #84) PARISHES:		

PIPEFITTERS; PLUMBERS; & STEAMFITTERS	17.00	3.95
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SULA2004A 09/01/1987

	Rates	Fringes
CARPENTERS	10.37	
IRONWORKERS, STRUCTURAL	8.50	
LABORERS:		
Unskilled	5.69	
Pipelayers	6.46	
PILEDRIVERMEN	9.75	
POWER EQUIPMENT OPERATORS:		
Backhoes	9.17	
Bulldozers	8.79	
Front End Loaders	7.77	
TRUCK DRIVERS	7.26	
WATER WELL DRILLERS	8.16	1.36

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

=====
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the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
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prevailing.

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ACCOMPANYING AMENDMENT NO. 0006 TO SOLICITATION NO. DACA63-02-R-0001

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

CHAPTER 00830 - DESIGN AND CONSTRUCTION PROCEDURES

MANAGEMENT AND COORDINATION

- A. Coordination with Fort Polk DPW:
 - 1. Existing Utility, Life Safety, and Fire Safety System Elements:
 - a. No disruption of services to areas that continue to be occupied during hours during which they are occupied; all disruptions arranged at least 24 hours in advance with Government.
 - b. Prevent accidental disruptions to facilities outside the project limits by investigation of existing utilities and protection during construction; remedy accidental disruptions at no cost to Government.
- B. Existing Building(s):
 - 1. Emergency Exits Required by Code: Maintained open during construction period, unless alternate means of egress acceptable to local authorities are provided.
 - 2. Existing Entrances: Maintained open during construction period; protected from weather, kept clear of construction debris and stored materials, and with safe walking surfaces.
- C. Changes In The Work:
 - 1. See Contract Clauses for procedures.
- D. Progress Schedule: As specified in the Contract Clauses and Section 01320 PROJECT SCHEDULE.
- E. Progress Documentation for Government Information:
 - 1. During Preliminary Design, Design Development, and Construction Documents Periods: Graphic displays sufficiently detailed to allow Owner and User to identify the status of the construction of the new spaces.
 - 2. During Construction and Closeout: Photographs and graphic displays sufficiently detailed to allow individual departments to identify the status of the construction of their new spaces.

QUALITY REQUIREMENTS

- A. Design Criteria: During Preliminary Design, the design and performance criteria must be refined, finalized, and documented.
 - 1. Government will appoint representatives of the following departments to provide details of functional needs. See Section 01310 PROJECT MEETINGS:
 - a. Commander, Garrison Commander and Directorates.
 - b. Users groups.
 - c. Operations staff.
 - d. Maintenance staff.
 - 2. Design Documentation: Record all design and performance criteria that will be of use during occupancy and operation of the project, including all items specified for maintenance manuals, below.
 - a. Design Criteria Documentation Included in Construction Documents: Organized logically (from the point of view of operations staff) and placed in a prominent location in drawing sets.
 - b. If desired, documentation may consist of annotated modifications to and amplification of the Conceptual Documents, with changes that affect Contract Times or Contract Price documented as required for modifications.
 - c. If required, shop drawings may be used to accomplish design documentation.
 - d. Government will maintain the project program document, modified to reflect changes made during refinement of the design.
 - e. Drawings: Prepared using Bentley MicroStation CAD software, using Government's

- specified drawing and layering conventions.
 - f. Shop Drawings: Prepared using same CAD software.
 - g. Mock-Ups: Where necessary to clarify design intent and obtain approvals, construct full-scale mock-ups.
- B. Substantiation Submittal Procedures:
- 1. Time Frames: As specified. If there is a conflict between the degree of detail or completion specified and the progress of the design or construction, obtain a clarification before submitting.
 - 2. Submit complete sets of documents containing all substantiation as required by Section 01015:
 - a. Preliminary Design period (60% Submittal).
 - b. Construction Documents period (100% Submittal).
 - 3. Resubmissions: Clearly identified as such, with all changes made since the original submittal clearly marked.
- C. Government's Review of Substantiation: Unless otherwise indicated, Government will make formal acceptance of substantiation submittals.
- 1. If a submittal is not acceptable Government will notify Contractor within 30 working days.
 - 2. Allow minimum of 30 working days for review of major "end of period" submittals.
- D. Substantiation Schedule: Prepare and maintain a complete schedule of substantiation items, showing:
- 1. Contents, for each item:
 - a. Anticipated and actual item, with Chapter and paragraph number and drawing identification, if any.
 - b. Anticipated submittal date, or time period(s) during which submittal is required.
 - c. Actual submittal date.
 - d. Action taken or other status.
 - e. Identification of future re-submission requirement, if any.
 - 2. If desired, schedule may be incorporated into overall progress schedule, provided substantiation data can be reported separately from other progress information.
 - 3. Submission: To Government, within 30 days after notice to proceed.
 - 4. Form: Computer database format for Government's use in tracking submittals; database structured so Government's added information will not be overwritten or deleted by incorporation of updated data from Contractor.
 - 5. Updates: To Government, monthly in hard copy.
- E. Field Testing and Inspection: Perform all testing, observation, and inspection required by code and as specified.
- 1. Qualifications of Testing/Inspection Agencies:
 - a. Qualified and equipped to perform applicable tests/inspection.
 - b. Regularly engaged in testing and inspection activities on a commercial basis.
 - c. Independent of Contractor and his contractors' organizations.
 - d. Employed by Contractor directly.
 - e. Authorized to operate in the State in which the project is located.
 - f. Acceptable to Government.
 - g. Substantiation: Submittal of qualifications, based on ASTM E 329 and ASTM E 548.
 - 2. Reports: Written report of each test/inspection; including complete details of conditions, methods, and results, signed by responsible individual.
- F. 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.

1. Date of Issue: As indicated in each instance except where a specific date is established by code.
2. Copies on Site: Keep copies of referenced standards that prescribe installation or workmanship standards on site until completion.

TEMPORARY FACILITIES AND CONTROLS

- A. Government will ~~provide (AM #6) make available and will charge the Contractor at rates as provided in Contract Clause 52.236.14 AVAILABILITY AND USE OF UTILITY SERVICES~~, the following:
 1. Electrical power and metering, consisting of connection to existing facilities.
 2. Water supply, consisting of connection to existing facilities.
 3. See Section 01000 DESIGN AND CONSTRUCTION SCHEDULE.
- B. New permanent facilities may be used during construction.
- C. Existing facilities may be used; specifically:
 1. Parking lots.
 2. Existing toilets on a temporary basis before final demolition.
- D. Vehicular Access and Parking: Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- E. Traffic Controls: Provide traffic controls appropriate to the stage of construction to prevent accidents.
- F. Security: Protect the work, existing facilities, and Government's operations from unauthorized entry, vandalism, and theft by Contractor employees.
- G. Dust Control:
 1. Exterior: Minimize raising dust, preventing dispersal of air-borne dust into atmosphere and over adjacent property.
 2. Interior:
 - a. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - b. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Government.
- H. Noise Control:
- I. Waste Control: Provide waste storage and removal as required to maintain site in clean and orderly condition.
 1. Disposal of Waste Off-Site: See Section 01410 ENVIRONMENT PROTECTION.
 2. Waste Removal Service: Daily; including dumpsters.
 3. Prohibited: Open free-fall chutes; containers without lids.
- J. Pest and Rodent Control:
 1. Pest Control Service: Monthly treatments.
- K. Pollution Control: Comply with federal, State, and local regulations.
- L. Project Identification Sign: By Contractor to Government's design.
 1. No other signs allowed on site without Government's permission except those required by law.
- M. Removal of Temporary Facilities, Utilities, and Controls: Prior to Substantial Completion; including

clean up, restoration of existing facilities used to original condition, restoration of permanent facilities used to specified condition, and repair of damage.

- N. See Division 1 Sections 01500 TEMPORARY CONSTRUCTION FACILITIES, 01560 TEMPORARY SAFETY CONTROLS, and 01580 BULLETIN BOARD AND SAFETY SIGN for additional requirements.

PRODUCT REQUIREMENTS

- A. See Chapter 111 for general requirements for product options and substitutions.

EXECUTION

- A. Health and Safety:
1. Removal, abatement, handling, and disposal of hazardous materials will comply with 29 CFR 1926 and state and local regulations.
 2. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 3. Substantiation:
 - a. Proposal: Summary of health and safety plan.
 - b. Design Development: Identification of hazards in existing structures and on site, with preliminary plan for abatement.
 - c. Construction Documents: Detailed specifications for hazardous material removal, abatement, and disposal.

COMMISSIONING

- A. 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.
1. Prerequisites: Design criteria documentation and recording of all changes to Contract Documents.
 2. Unless otherwise indicated, Contractor is responsible for all commissioning activities.
 3. Commissioning activities may take place at any time after completion of the element to be commissioned.
 4. All commissioning activities must be complete before the end of Closeout, unless specifically excepted.
 5. Maintenance Manuals: Ready for use during applicable commissioning activities.
- B. 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.
1. Description in Commissioning Plan: Each function to be tested described separately.
 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).
 3. See substantiation requirements in other Chapters for specific items to be tested and tests required.
 4. Testing Agency Qualifications: As specified in this chapter under Quality Requirements.
 5. Government will witness tests and prepare defect reports.
 6. Detailed test reports are to be by Contractor, showing test criteria, methods, and results.

- C. Demonstration: For each equipment item or system for which functional performance testing by Contractor is not specified, demonstrate all operational modes to Government at time acceptable to Government; if defects occur during demonstration, demonstration must be rescheduled for a time acceptable to Government.
- D. 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.
 - 1. Contents: For each commissioning activity indicate:
 - a. Entity performing activity.
 - b. Prerequisites, such as type of design information required, prior testing, etc.; identify in schedule as separate tasks.
 - c. Functions to be tested or inspected.
 - d. 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.
 - e. Equipment required.
 - f. Results required.
 - 2. Schedule commissioning activities at the optimum time, to avoid unnecessary uncovering of work, retesting due to inadequate preparation, and duplication of effort.
 - 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.
 - 4. Submission: To Government; within 30 days after notice to proceed.
 - 5. Form: Computer database format for Government's use in tracking submittals; database structured so Government's added information will not be overwritten or deleted by incorporation of updated data from Contractor.
 - 6. Updates: To Government monthly in hard copy.
- E. 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.
 - 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. Contents:
 - a. Identification of activity, including element/system involved, date/time.
 - b. Entity performing activity; other persons present.
 - c. Prerequisites required and accomplished.
 - d. Procedures or methods of testing.
 - e. Results required and results achieved.
- F. Government-Conducted Commissioning Activities:
 - 1. Government will assign a staff member to manage the commissioning process beginning during Preliminary Design and to perform the following commissioning activities:
 - a. Review of design criteria documentation for completeness.
 - b. Review of Contractor's commissioning plan and specifications.
 - c. Review of qualifications of Contractor's testing agencies.
 - 2. Government, Government's staff, or consultants will perform the following commissioning activities:
 - a. Inspection just prior to Substantial Completion, including preparation of Government's punchlist.

- b. Inspection prior to final payment.

CLOSEOUT SUBMITTALS

- A. Maintenance Manuals: Assemble system design information, operation and maintenance data, and copies of warranties into manuals, organized by functional system (e.g. plumbing, HVAC, etc.) or material type (e.g. flooring, wall finishes, etc.) as appropriate using specification numbers where applicable.
 1. Binders: 3-ring, D-ring, with hard cover, project title on spine, Table of Contents in each volume, and stiff dividers with labeled tabs; contents divided into logical binders not more than 3 inches thick.
 2. Directory: Names, addresses, telephone numbers, of all design and construction entities, including subcontractors and suppliers, with names of products supplied.
 3. Software-Operated Systems and Equipment: Detailed program documentation, a general review of the programming approach, description of use on this project, and description of possible user-modifications.
 4. Drawings: Bound into manuals, folded to size of binder.
 5. Product Listing: Manufacturer's brand name for each major product actually installed, in alphabetical order by generic product name, cross-referenced to specification numbers and Table of Contents of manuals.
 6. Warranties: Photocopies of originals.
 7. Videotapes of training sessions.
 8. See Chapter X01 for additional requirements for contents of operation and maintenance data.
- B. Project Record Documents: During construction maintain on site one set of all documents forming the contract, including drawings, recording all changes made by addenda, by formal modifications, and in performing the work, for Government's future reference.
 1. Storage: Separately from documents used for construction, in location where they can be kept clean and safe from fire and damage.
 2. Changes to be Recorded Include:
 - a. Actual measured locations and ends of existing and abandoned below grade utilities.
 - b. Actual measured locations (horizontal and vertical) of foundations and concealed utilities and appurtenances, referenced to visible permanent appurtenances.
 - c. Field changes of dimension and detail and details not on original documents.
 - d. Actual products used, in specification, with brand name or model number.
 3. Submittal Copy of Drawings: All marks copied to a copy of the original CAD drawing files, using the same drawing and layering conventions.
- C. See Division 1 Section 01770 CONTRACT CLOSEOUT for additional requirements.

DEMONSTRATION AND TRAINING

- A. Training: Perform training of Government's personnel in operation and maintenance of equipment, consisting of:
 1. Training is required for all software-operated systems, HVAC systems and equipment, plumbing equipment, electrical systems and equipment, conveying systems, and other electrically-operated equipment.
 - a. Provide supplemental training within 6 months for operations that are seasonal in nature.
 2. Instruction in operation, control, adjustment, shut-down, servicing, troubleshooting, and maintenance, for each equipment item for which training is specified.

3. Instruction in care, cleaning, maintenance, and repair of materials, for:
 - a. Each item for which training is specified.
 - b. Roofing, waterproofing,,other weather-exposed or moisture protection products.
 - c. Finishes, including flooring.
 - d. Fixtures and fittings.
 - e. Items as specified in other Chapters.
4. Major Software-Operated Systems: Training by software manufacturer at their facility for minimum of one Government staff members, with take-home training materials.
5. Training Location: If not otherwise specified, conduct training in a classroom on site, with videotapes made for future use.
6. Minimum Qualifications of Trainers: Knowledgeable about the project and the equipment and trained by the manufacturers.
7. Maintenance Manuals: Ready for use in training.

OPERATION AND MAINTENANCE

- A. Operation and Maintenance: Contractor is responsible for the following:
1. Preparation of maintenance plan for Government's use, including description of maintenance activities, tools, and supplies required.
 2. Periodic maintenance service as required by manufacturer's warranties, starting from the date of Substantial Completion, for the following:
 - a. Roofing.
 - b. Elevators.
 3. Periodic maintenance service as specified in Section 01770 CONTRACT CLOSEOUT, for one year form the date of Substantial Completion.
 4. Services will be included under Contractor's contract with Government.
 5. Maintenance Services: Examination at frequency consistent with reliable operation; cleaning, adjusting, and lubricating; replacement of parts whenever required, using parts produced by the original manufacturer.

END OF CHAPTER 00830

CHAPTER 00840 - REFERENCED DOCUMENTS

APPLICABILITY

- A. The following documents form a part of the Request for Proposal to the extent they are referenced elsewhere herein.

GOVERNMENT REGULATIONS AND PUBLICATIONS

- A. CFR - Code of Federal Regulations, United States Government:
1. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Consumer Product Safety Commission; 1977, with 1984 Revision.
 2. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice; Federal Register, July 26, 1991.
 3. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice; Federal Register, July 26, 1991.
 4. 29 CFR 1910 - Occupational Safety and Health Standards; Occupational Safety and Health Administration; 1997.
 5. 29 CFR 1926 - Safety and Health Regulations for Construction; Occupational Safety and Health Administration; 1997.
 6. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Guidelines and Amendment to Final Guidelines (ADAAG); Architectural and Transportation Barriers Compliance Board; Federal Register, July 26, 1991; reprinted compiling all revisions, September 1994.
- B. U.S. Government Voluntary Standards:
1. EPA/625/R-92/016 - Radon Prevention in the Design and Construction of Schools and Other Large Buildings; 1994 w/ Addendum.
 2. FED-STD-795 - Uniform Federal Accessibility Standards; April 1, 1988 (UFAS).
 3. FHWA/FLP-94/005 - Best Management Practices for Erosion and Sediment Control; Federal Highway Administration; 1995.
 4. GSA CID A-A-2886 - Paint, Traffic, Solvent Based; 1994.
 5. FS SS-T-312 - Tile, Floor: Asphalt, Rubber, Vinyl, and Vinyl Composition; Revision B, 1974, and Amendment 1, 1979.
 6. FS TT-P-115 - Paint, Traffic (Highway, White and Yellow); Revision F, 1984.
 7. FS TT-P-664 - Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant; Revision D, 1988.
 8. STATE STD 01.01 - Certification Standard Forced Entry and Ballistic Resistance of Structural Systems; Physical Security Division, Office of Physical Security Programs, Bureau of Diplomatic Security, United States Department of State; 1993.
 9. USDA TR-55 - Urban Hydrology for Small Watersheds; Natural Resources Conservation Service; 1986.

MODEL CODE ORGANIZATIONS

- A. ICBO - International Conference of Building Officials:
1. ICBO (UBC) - Uniform Building Code; 1997.
 2. ICBO (UFC) - Uniform Fire Code; 1997.

3. ICBO (UMC) - Uniform Mechanical Code; 1997.

~~B. ICC - International Code Council, Inc.:~~

- ~~4.4. ICC (IFGC) - International Fuel Gas Code; 2000 edition.~~

- ~~2.5. ICC (IMC) - International Mechanical Code; 2000 edition.~~

NON-GOVERNMENTAL STANDARDS DEVELOPING ORGANIZATIONS

A. AAMA - American Architectural Manufacturers Association:

1. AAMA 501.2 - Field Check of Metal Storefronts, Curtain Walls, and Sloped Glazing Systems for Water Leakage; 1994.
2. AAMA 1503.1 - Voluntary Test Method for Thermal Transmission and Condensation Resistance of Windows, Doors, and Glazed Wall Sections; 1998.
3. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels; 1998.
4. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels; 1998.
5. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 1998.

B. AASHTO - American Association of State Highway and Transportation Officials:

1. AASHTO GDPS-4 - Guide for Design of Pavement Structures, Volume 1, 1993; and GDPS3-V2, Volume 2, 1986.

C. AATCC - American Association of Textile Chemists & Colorists:

1. AATCC Test Method 16 - Test Method for Colorfastness to Light; 1993 (Reaffirmed 1998).
2. AATCC Test Method 134 - Electrostatic Propensity of Carpets; 1996.
3. AATCC Test Method 174 - Antimicrobial Activity Assessment of Carpets; 1993 (Reaffirmed 1998).

D. ACI - American Concrete Institute International:

1. ACI 201.2R - Guide to Durable Concrete; 1992.
2. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 1997).
3. ACI 301 - Specifications for Structural Concrete; 1999.
4. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 1989 (Reapproved 1997).
5. ACI 305R - Hot Weather Concreting; 1999.
6. ACI 306R - Cold Weather Concreting; 1988.
7. ACI 308 - Standard Practice for Curing Concrete; 1992 (Reapproved 1997).
8. ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; 1999.
9. ACI SP-66 - ACI Detailing Manual; 1994.

E. AMCA - Air Movement and Control Association, Inc.:

1. ANSI/AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating; 1999.

2. AMCA 511 - Certified Ratings for Air Control Devices; 1999.
- F. ANSI - American National Standards Institute (for documents designated ANSI/XXXX, see organization XXXX):
1. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; 1992.
 2. ANSI A108.1 - American National Standard for Installation of Ceramic Tiles; 1999.
 3. ANSI A108.1B - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar; 1999.
 4. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 1999.
 5. ANSI A118.1 - American National Standard Specifications for Dry-Set Portland Cement Mortar; 1999.
 6. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile Setting and Grouting Epoxy and Water Cleanable Tile Setting Epoxy Adhesive; 1999.
 7. ANSI A118.4 - American National Standard Specifications for Latex-Portland Cement Mortar; 1999.
 8. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation; 1999.
 9. ANSI A118.7 - American National Standard Specifications for Polymer Modified Cement Grouts for Tile Installation; 1999.
 10. ANSI A118.9 - American National Standard Specifications for Cementitious Backer Units; 1999.
 11. ANSI A136.1 - American National Standard for Organic Adhesives for Installation of Ceramic Tile; 1999.
 12. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 1988.
 13. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 1994.
 14. ANSI A250.4 - American National Standard Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors and Hardware Reinforcings; 1994.
 15. ANSI A250.5 - American National Standard Accelerated Physical Endurance Test Procedure for Steel Doors, Frames and Frame Anchors; 1994.
 16. ANSI A250.6 - Hardware on Steel Doors (Reinforcement--Application); 1997.
 17. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 1998.
 18. ANSI Z60.1 - American National Standard for Nursery Stock; 1996.
 19. ANSI Z245.2 - American National Standard for Equipment Technology and Operations for Wastes and Recyclable Materials- Stationary Compactors - Safety Requirements; 1997.
- G. ARI - Air-Conditioning and Refrigeration Institute:
1. ARI 210/240 - Unitary Air-Conditioning and Air Source Heat Pump Equipment; 1994.
 2. ARI 310/380 - Packaged Terminal Air-Conditioners and Heat Pumps; 1993.
 3. ARI 320 - Water-Source Heat Pumps; 1998.

4. ARI 325 - Ground Water-Source Heat Pumps; 1998.
 5. ARI 330 - Ground Source Closed-Loop Heat Pumps; 1998.
 6. ARI 340/360 - Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment; 1993.
 7. ARI 365 - Commercial and Industrial Unitary Air-Conditioning Condensing Units; 1994.
 8. ANSI/ARI 550/590 - Standard for Water Chilling Packages Using the Vapor Compression Cycle; 1998, Addendum June 1999.
 9. ARI 880 - Air Terminals; 1998.
 10. ARI 1010 - Self-Contained, Mechanically Refrigerated Drinking-Water Coolers; 1994.
- H. ASCE - American Society of Civil Engineers:
1. ANSI/ASCE 7 - Minimum Design Loads for Buildings and Other Structures; 1998 (pub. 2000).
- I. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers:
1. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications; 1999.
 2. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; 1997.
 3. ASHRAE Std 15 - Safety Code for Mechanical Refrigeration; 1994.
 4. ASHRAE Std 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter; 1992.
 5. ANSI/ASHRAE Std 55 - Thermal Environmental Conditions for Human Occupancy; 1992 with Addendum.
 6. ANSI/ASHRAE Std 62 - Ventilation for Acceptable Indoor Air Quality; 1999.
 7. ASHRAE Std 90.1 - Energy Efficient Design of new Buildings Except Low-Rise Residential Buildings; 1999.
- J. ASME - American Society of Mechanical Engineers:
1. ANSI/ASME A13.1 - Scheme for the Identification of Piping Systems; 1996.
 2. ASME A17.1 - Safety Code for Elevators and Escalators; 2000.
 3. ASME A39.1 - Safety Requirements for Window Cleaning; 1995; Addendum 1a, 1996; Addendum 1b, 1997.
 4. ASME A112.18.1 - Plumbing Fixture Fittings; 2000.
 5. ANSI/ASME A112.19.2M - Vitreous China Plumbing Fixtures; 1998.
 6. ANSI/ASME A112.19.6 - Hydraulic Requirements for Water Closets and Urinals; 1995.
 7. ANSI/ASME A112.21.1M - Floor Drains; 1991 (R1998).
 8. ANSI/ASME B16.3 - Malleable Iron Threaded Fittings; 1998.
 9. ANSI/ASME B16.5 - Pipe Flanges and Flanged Fittings; 1996.
 10. ANSI/ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; 1995, 1998 Addenda.
 11. ANSI/ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV; 1994.
 12. ASME (BPV VIII, 1) - Boiler and Pressure Vessel Code, Section VIII, Rules for the Construction of Pressure Vessels; 1998.

K. ASSE - American Society of Sanitary Engineering:

1. ANSI/ASSE 1011 - Hose Connection Vacuum Breakers; 1995.

L. ASTM - American Society for Testing and Materials:

1. ASTM A 53/A 53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 1999b.
2. ASTM A 74 - Standard Specification for Cast Iron Soil Pipe and Fittings; 1998.
3. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement; 1997a.
4. ASTM A 123/A 123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 1997a.
5. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 1998.
6. ASTM A 185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement; 1997.
7. ASTM A 325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; 1997.
8. ASTM A 325M - Standard Specification for High-Strength Bolts for Structural Steel Joints (Metric); 1997.
9. ASTM A 366/A 366M - Standard Specification for Commercial Steel (CS) Sheet, Carbon, (0.15 Maximum Percent) Cold-Rolled; 1997.
10. ASTM A 392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric; 1996.
11. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 1999a.
12. ASTM A 795 - Standard Specification for Black and Hot Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use; 1997.
13. ASTM A 951 - Standard Specification for Masonry Joint Reinforcement; 1998.
14. ASTM B 75 - Standard Specification for Seamless Copper Tube; 1999.
15. ASTM B 88 - Standard Specification for Seamless Copper Water Tube; 1999.
16. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 1996.
17. ASTM B 244 - Standard Test Method for Measurement of Thickness of Anodic Coatings on Aluminum and of Other Nonconductive Coatings on Nonmagnetic Basis Metals with Eddy-Current Instruments; 1997.
18. ASTM B 280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service; 1999.
19. ASTM B 306 - Standard Specification for Copper Drainage Tube (DWV); 1999.
20. ASTM C 14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe; 1999.
21. ASTM C 36/C 36M - Standard Specification for Gypsum Wallboard; 1999.
22. ASTM C 76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe; 1999.
23. ASTM C 126 - Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units; 1999.
24. ASTM C 129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 1999a.

25. ASTM C 144 - Standard Specification for Aggregate for Masonry Mortar; 1999.
26. ASTM C 150 - Standard Specification for Portland Cement; 1999a.
27. ASTM C 236 - Standard Test Method for Steady-State Thermal Performance of Building Assemblies by Means of a Guarded Hot Box; 1989 (Reapproved 1993).
28. ASTM C 270 - Standard Specification for Mortar for Unit Masonry; 1999b.
29. ASTM C 330 - Standard Specification for Lightweight Aggregates for Structural Concrete; 1999.
30. ASTM C 442/C 442M - Standard Specification for Gypsum Backing Board, Gypsum Coreboard, and Gypsum Shaftliner Board; 1999a.
31. ASTM C 475 - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 1994.
32. ASTM C 476 - Standard Specification for Grout for Masonry; 1999.
33. ASTM C 557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 1999.
34. ASTM C 564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings; 1997.
35. ASTM C 630/C 630M - Standard Specification for Water Resistant Gypsum Backing Board; 1996a.
36. ASTM C 636 - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 1996.
37. ASTM C 652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale); 1997.
38. ASTM C 754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 1999a.
39. ASTM C 755 - Standard Practice for Selection of Vapor Retarders for Thermal Insulation; 1997.
40. ASTM C 840 - Standard Specification for Application and Finishing of Gypsum Board; 1999.
41. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 1998.
42. ASTM C 1036 - Standard Specification for Flat Glass; 1991 (Reapproved 1997).
43. ASTM C 1193 - Standard Guide for Use of Joint Sealants; 1991 (Reapproved 1995).
44. ASTM C 1199 - Standard Test Method for Measuring the Steady State Thermal Transmittance of Fenestration Systems Using Hot Box Methods; 1997.
45. ASTM D 1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 1999.
46. ASTM D 2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine; 1993.
47. ASTM D 2239 - Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter; 1999.
48. ASTM D 2241 - Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series); 1999a.
49. ASTM D 2244 - Standard Practice for Calculation of Color Differences From Instrumentally Measured Color Coordinates; 1993.
50. ASTM D 4637 - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane;

1996.

51. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing; 1988 (Reapproved 1993).
52. ASTM E 72 - Standard Test Methods of Conducting Strength Tests of Panels for Building Construction; 1998.
53. ASTM E 84 - Standard Test Methods for Surface Burning Characteristics of Building Materials; 1999.
54. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 1999.
55. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials; 1995.
56. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings; 1999.
57. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2000.
58. ASTM E 152 - Standard Methods of Fire Tests of Door Assemblies; 1981a.
59. ASTM E 283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 1991.
60. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference; 1997.
61. ASTM E 336 - Standard Test Method for Measurement of Airborne Sound Insulation in Buildings; 1997.
62. ASTM E 413 - Classification for Rating Sound Insulation; 1987 (Reapproved 1999).
63. ASTM E 648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 1999.
64. ASTM E 662 - Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials; 1997.
65. ASTM E 814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 1997.
66. ASTM E 1111 - Standard Test Method for Measuring the Interzone Attenuation of Ceiling Systems; 1992 (Reapproved 1996).
67. ASTM E 1130 - Standard Test Method for Objective Measurement of Speech Privacy in Open Offices Using Articulation Index; 1990 (Reapproved 1994).
68. ASTM E 1155 - Standard Test Method for Determining F(F) Floor Flatness and F(L) Floor Levelness Numbers; 1996; or ASTM E 1155M; 1996.
69. ASTM E 1264 - Standard Classification for Acoustical Ceiling Products; 1998.
70. ASTM E 1477 - Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers; 1998a.
71. ASTM E 1677 - Standard Specification for Air Retarder (AR) Material or System for Low-Rise Framed Building Walls; 1995.
72. ASTM F 476 - Standard Test Methods for Security of Swinging Door Assemblies; 1984 (Reapproved 1996).
73. ASTM F 588 - Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact; 1997.

74. ASTM F 793 - Standard Classification of Wallcovering by Durability Characteristics; 1993 (Reapproved 1998).
 75. ASTM F 842 - Standard Test Methods for Measurement of Forced Entry Resistance of Horizontal Sliding Door Assemblies, Excluding Glazing Impact; 1997.
 76. ASTM F 1233 - Standard Test Method for Security Glazing Materials and Systems; 1998.
- M. AWI - Architectural Woodwork Institute:
1. AWI P-200 - Architectural Woodwork Quality Standards; 1997.
- N. AWWA - American Wood-Preservers' Association:
1. AWWA C20 - Structural Lumber -- Fire-Retardant Treatment by Pressure Processes; 1999.
- O. AWS - American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel; 2000.
- P. BHMA - Builders Hardware Manufacturers Association:
1. ANSI/BHMA A156.1 - American National Standard for Butts and Hinges; 2000.
 2. ANSI/BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; 1996.
 3. ANSI/BHMA A156.3 - American National Standard for Exit Devices; 1994.
 4. ANSI/BHMA A156.4 - American National Standard for Door Controls - Closers; 2000.
 5. ANSI/BHMA A156.5 - American National Standard for Auxiliary Locks & Associated Products; 1992.
 6. ANSI/BHMA A156.12 - American National Standard for Interconnected Locks & Latches; 1999.
 7. ANSI/BHMA A156.13 - American National Standard for Mortise Locks & Latches; 1994.
 8. ANSI/BHMA A156.18 - American National Standard for Materials and Finishes; 2000.
 9. ANSI/BHMA A156.21 - American National Standard for Thresholds; 1996.
- Q. CISPI - Cast Iron Soil Pipe Institute:
1. CISPI 301 - Cast Iron Soil Pipe Institute:Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste and Vent Piping Applications; 1997
- R. CLFMI - Chain Link Fence Manufacturers Institute:
1. CLFMI CLF 2445 - Product Manual; 1997.
- S. CRI - Carpet and Rug Institute:
1. CRI 104 - Standard for Installation of Commercial Textile Floorcovering Materials; 1996.
- T. IEEE - The Institute of Electrical and Electronics Engineers:
1. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1); 1983.
 2. IEEE 142 - IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems; 1991.
 3. IEEE 241 - IEEE Recommended Practice for Electric Power Systems in Commercial Buildings; 1990 (R1997).
 4. IEEE 493 - IEEE Recommended Practice for the Design of Reliable Industrial and Commercial Power Systems; 1997.

5. IEEE 739 - IEEE Recommended Practice for Energy Management in Industrial and Commercial Facilities; 1995.
 6. IEEE 1100 - IEEE Recommended Practice for Powering and Grounding Sensitive Electronic Equipment; 1999.
 7. IEEE C57.12.00 - General Requirements for Liquid Immersed Distribution, Power, and Regulating Transformers; 2000.
- U. IESNA - Illuminating Engineering Society of North America:
1. IESNA (LH) - Lighting Handbook; 2000.
 2. IESNA (RR) - Lighting Ready Reference; 1996
 3. ANSI/IESNA RP-8 - American National Standard Practice for Roadway Lighting; 2000.
- V. LPI - Lightning Protection Institute:
1. LPI-175 - Standard of Practice; 1987.
- W. MSS - Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP-67 - Butterfly Valves; 1995.
 2. MSS SP-70 - Cast Iron Gate Valves, Flanged and Threaded Ends; 1998.
 3. MSS SP-80 - Bronze Gate, Globe, Angle and Check Valves; 1997.
 4. MSS SP-85 - Cast Iron Globe & Angle Valves, Flanged and Threaded Ends; 1994.
 5. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 1996.
- X. NAAMM - National Association of Architectural Metal Manufacturers:
1. NAAMM FP 1001 - Guide Specifications for Design Loads of Metal Flagpoles; 1997.
 2. NAAMM HMMA 860 - Guide Specifications for Hollow Metal Doors and Frames; 1992.
 3. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2000.
 4. NAAMM HMMA 862 - Guide Specifications for Commercial Security Hollow Metal Doors and Frames; 1987.
 5. NAAMM (MFPM) - Metal Flagpole Manual; 1980.
- Y. NACE - NACE International:
1. NACE RP0169 - Standard Recommended Practice, Control of External Corrosion on Underground or Submerged Metallic Piping Systems; 1996.
 2. NACE TM0497 - Measurement Techniques Related to Criteria for Cathodic Protection on Underground or Submerged Metallic Piping Systems; 1997.
- Z. NEMA - National Electrical Manufacturers Association:
1. NEMA 250 - Enclosures for Electrical Equipment; 1997
- AA. NFPA - National Fire Protection Association:
1. NFPA 10 - Standard for Portable Fire Extinguishers; 1998.
 2. NFPA 13 - Standard for the Installation of Sprinkler Systems; 1999.
 3. NFPA 14 - Standard for the Installation of Standpipe, Private Hydrant, and Hose Systems; 2000.

4. NFPA 17 - Standard for Dry Chemical Extinguishing Systems; 1998.
 5. NFPA 20 - Standard for the Installation of Stationary Pumps for Fire Protection; 1999.
 6. NFPA 25 - Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems; 1998.
 7. NFPA 70 - National Electrical Code; 1999.
 8. NFPA 72 - National Fire Alarm Code; 1999.
 9. NFPA 80 - Standard for Fire Doors and Fire Windows; 1999.
 10. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures; 2000.
 11. NFPA 299 - Standard for Protection of Life and Property from Wildfire; 1997.
 12. NFPA 780 - Standard for the Installation of Lightning Protection Systems; 1997.
- AB. SDI - Steel Deck Institute:
1. SDI (DM) - Publication No. 29, Design Manual for Composite Decks, Form Decks, Roof Decks and Cellular Deck Floor Systems with Electrical Distribution; 1995.
 2. SDI MOC1 - Manual of Construction with Steel Deck; 1992.
- AC. SJI - Steel Joist Institute:
1. SJI Technical Digest No. 8 - Welding of Open Web Steel Joists; 1983.
 2. SJI Technical Digest No. 9 - Handling and Erection of Steel Joists and Joist Girders; Steel Joist Institute; 1987.
 3. SJI (SPEC) - Standard Specifications Load Tables and Weight Tables for Steel Joists and Joist Girders; 1994, Fortieth Edition.
- AD. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association, Inc.:
1. SMACNA (ASMM) - Architectural Sheet Metal Manual; 1993.
 2. SMACNA (DCS) - HVAC Duct Construction Standards; 1995, with Addendum No. 1.
- AE. SSPC - Society for Protective Coatings:
1. SSPC-Paint 15 - Steel Joist Shop Primer; 1999 (Ed. 2000).
- AF. TCA - Tile Council of America:
1. TCA (HB) - Handbook for Ceramic Tile Installation; 2001.
- AG. USGBC - U. S. Green Buildings Council, www.usgbc.org
1. USGBC (LEED) - LEED Building Rating System; current edition.
- AH. WDMA - Window and Door Manufacturers Association (formerly National Wood Window and Door Association):
1. WDMA NWWDA I.S.1-A - Architectural Wood Flush Doors; 1997.

END OF CHAPTER 00840

CHAPTER C15 - STAIRS

PERFORMANCE

A. Basic Function:

1. Provide interior stairs, and ramps as necessary for access to and egress from all occupied spaces required by the program, in compliance with code and as follows:
2. Existing Stairs shall be utilized for access and egress.
3. Maintain existing stairs and ladders to all unoccupied roofs, mechanical spaces, and equipment mezzanines. Add new stairs and ladders if new conditions warrant for routine maintenance.
4. Stairs comprise the following elements:
 - a. Structure supporting stairs, unless an integral part of superstructure.
 - b. Tread and riser construction, unless an integral part of superstructure.
 - c. Railings for interior stairs.
 - d. Integral stair finishes.
5. Where stairs are integral with elements defined within another element group, meet requirements of both element groups.
6. In addition to requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter C - Interiors, and Chapter C1 - Interior Construction.

B. Amenity and Comfort:

1. Stair Comfort:
2. Ramp Comfort:
3. Appearance of Exterior Stairs: Constructed to present a moderately finished appearance.

C. Health and Safety:

1. Safety of Stairs:
 - a. Slip Resistance: Design and construct exterior stairs so that treads have a minimum static coefficient of friction of 0.60, measured in accordance with ASTM D 2047-1993.
 - b. Risers: Design and construct stairs with closed risers.
 - c. Treads: Design and construct stairs with treads that have a maximum bevel or radius on leading edge of 1/2 inch.
 - d. Guards or Guardrails: Design and construct stairs so that there are no openings in guards or guardrails required by code that are large enough for a sphere with a diameter of 4 inches to pass through.
 - e. Winders: Design and construct stairs without winders, even if permitted by code.
 - f. Spiral Stairs: Do not employ spiral stairs, even if permitted by code.
 - g. Circular Stairs: Do not employ circular stairs, even if permitted by code.
 - h. Alternating Tread Stairs: Do not employ alternating tread stairs, even if permitted by code.
2. Fire Resistance: Design and construct stairs of noncombustible materials, including handrails.

D. Structural:

1. Interior Stairs: Provide stairways, platforms, and landings capable of supporting loads in excess of those required by code, as follows:
 - a. Live Load: Minimum 100 psf.
 - b. Concentrated Load: Minimum 400 pounds at any point.
2. Exterior Stairs and Ramps: Provide stairways, ramps, platforms, and landings capable of supporting loads in excess of those required by code, as follows:
 - a. Live Load: Minimum 100 psf.
 - b. Concentrated Load: Minimum 400 pounds at any point.

3. Handrails and Guardrails: Provide handrail and guardrail assemblies capable of resisting forces in excess of those required by code, as follows:
 - a. Uniform Load: Minimum 60 lb/ft applied in any direction at the top.
 - b. Concentrated Load: Minimum 250 pounds applied in any direction at any point along the top.
 - c. Normal Load to Intermediate Rails or Guard: Minimum 60 pounds horizontally applied to area of not more than 1 foot square.

PRODUCTS

- A. Design and construct stairs using the following materials and systems:
 1. Poured-in-place concrete stairs.
 2. Preassembled metal stairs with poured-in-place concrete treads.
 3. Pipe railings.
- B. Do not use:
 1. Precast concrete treads.
 2. Custom fabricated metal stairs.
 3. Tempered glass railing assemblies.
 4. Ornamental metal stairs.
 5. Metal spiral stairs.
 6. Wood stairs.
 7. Ornamental wood stairs and railings.

METHODS OF CONSTRUCTION

- A. The following existing interior stairs elements must be removed to accomplish new construction:
 1. ~~Remove existing steel (AM #6) Existing stairs shall remain in service and replace with new stairs to meet rise, run and handrail requirements of current code requirements. be repainted.~~
- B. Construct stairs using the following methods and techniques:
 1. Site fabrication of metal stairs.
 2. Shop fabrication of metal stairs.
- C. Do not use:
 1. Site fabrication of concrete stairs using architectural formwork.
 2. Shop precasting of concrete stairs.
 3. Site fabrication of wood stairs.
 4. Shop fabrication of wood stairs.

END OF CHAPTER C15

CHAPTER C16 - INTERIOR FINISHES

PERFORMANCE

A. Basic Function:

1. Provide appropriately finished interiors for all spaces required by the program.
2. Interior finishes comprise the following elements:
 - a. Wall finishes, including those applied to the interior face of exterior walls and to the vertical faces of superstructure elements.
 - b. Floor finishes, except for access floors.
 - c. Suspended ceilings and soffits.
 - d. Applied ceiling finishes.
 - e. Stair finishes, except for integral stair surfaces.
 - f. Finishes applied to other interior surfaces.
 - g. Interior elevator cab finishes.
 - h. Elevator door and frame finishes.
3. Where interior finishes are integral with elements defined within another element group, meet requirements of both element groups.
4. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter C - Interiors, and Chapter C1 - Interior Construction.

B. Amenity and Comfort:

1. Thermal Performance:
 - a. Interior Wall Finishes at Exterior Walls: Provide vapor permeance of 1 perm maximum when tested in accordance with ASTM E 96-1995.
 - b. Interior Ceiling Finishes at Roof Level: Provide vapor permeance of 1 perm maximum when tested in accordance with ASTM E 96-1995.
2. Reflectivity:
 - a. Glare: Provide interior finishes that will not result in discomfort glare due to excessive contrast with light sources.
 - 1) Ceiling Surfaces: Not less than 80 percent reflectivity, when measured in accordance with ASTM E 1477-1998a.
 - 2) Wall Surfaces: Not less than 50 percent reflectivity.
 - 3) Floor Surfaces: Not less than 30 percent reflectivity.
 - b. Specular Reflections: Provide interior finishes that will minimize specular reflections.
3. Acoustical Performance:
 - a. Sound Absorption: Provide acoustical absorption within interior spaces to achieve reverberation times within the limits specified in Chapter C - Interiors.
 - b. Articulation Class: For open office areas, provide ceilings that have been tested per ASTM E 1111-1992(R96) to provide Articulation Class (AC) values not less than 150.
4. Cleanliness:
 - a. For spaces such as toilet rooms, bathrooms, and maintenance rooms, provide wall, ceiling, and floor surfaces that are inherently resistant to moisture and that can be cleaned by caustic agents without damage.

C. Health and Safety:

1. Slip Resistance: For spaces subject to floor wetting, including entry lobbies, provide floor finishes with inherent slip resistance under wet conditions.
 - a. At building entries, provide means for reducing or minimizing moisture and debris on shoe soles.
2. Slip Resistance: At stairs and corridors, provide floor finishes with minimum static coefficient of

friction of 0.60, measured in accordance with ASTM D 2047-1993.

3. Slip Resistance: At ramps, showers, and sloped floor surfaces, provide floor finishes with minimum static coefficient of friction of 0.80, measured in accordance with ASTM D 2047-1993.
4. Tactile Warning Surfaces: Provide floor surfaces that comply with ADAAG-1994 detectable warning requirements at potentially hazardous locations, including top and bottom of stairs, top and bottom of ramps, and edge of loading dock.
5. Static Generation: At computer installations and Emergency Operations Center (EOC), provide floor finishes that generate less than 2.0 kV at 20 percent relative humidity, when tested in accordance with AATCC 134-1996 using step and scuff tests with Neolite and leather soles.
6. Flammability:
 - a. Ceilings in Exits and Corridors: Provide ceilings with ratings not greater than the following, when tested per ASTM E 84-1999:
 - 1) Flame Spread: 25.
 - 2) Smoke Developed: 450.
 - b. Walls in Exits and Corridors: Provide wall surfaces with ratings not greater than the following, when tested per ASTM E 84-1999:
 - 1) Flame Spread: 25.
 - 2) Smoke Developed: 450.
 - c. Floors in Exits and Corridors: Provide floor surfaces with ratings not greater than the following:
 - 1) Critical Radiant Flux of 0.45 W/sq. cm, per ASTM E 648-1999.
 - 2) Smoke Density: 450 or less specific optical density, per ASTM E 662-1997.
 - d. Ceilings in Primary Spaces: Provide ceilings with ratings not greater than the following, when tested per ASTM E 84-1999:
 - 1) Flame Spread: 25.
 - 2) Smoke Developed: 450.
 - e. Walls in Primary Spaces: Provide wall surfaces with ratings not greater than the following, when tested per ASTM E 84-1999:
 - 1) Flame Spread: 25.
 - 2) Smoke Developed: 450.
 - f. Floors in Primary Spaces: Provide floor surfaces with ratings not greater than the following:
 - 1) Critical Radiant Flux of 0.45 W/sq. cm, per ASTM E 648-1999.
 - 2) Smoke Density: 450 or less specific optical density, per ASTM E 662-1997.

D. Structure:

1. Floor Loading: Provide floor finishes that are capable of withstanding static loading of 125 psi without permanent deformation.

E. Durability:

1. Wall Finishes: Provide integral or applied wall surfaces that are appropriate for anticipated usage and traffic, offering durability not less than would be provided by applied wall coverings as follows, classified in accordance with ASTM F 793-1993 (R98):
 - a. SP1 Customer Contact: Category V- Type II Commercial Serviceability.
 - b. SP2 Occupant Work: Category IV- Type I Commercial Serviceability.
 - c. SP3 Equipment Utilization: Category V- Type II Commercial Serviceability.
 - d. SP6 Meeting and Instruction: Category V- Type II Commercial Serviceability.
 - e. SP7 Special Facilities: Category VI- Type III Commercial Serviceability.
 - f. SR1 Sanitary Facilities: Category V- Type II Commercial Serviceability.
 - g. SR2 Clothing, Locker Facilities: Category IV- Type I Commercial Serviceability.
 - h. SS1 Closets: Category 1-Decorative Only.
 - i. SS2 Storage Rooms: Category IV- Type I Commercial Serviceability.
 - j. SC1 Corridors: Category IV- Type I Commercial Serviceability. SC2 Lobbies:

- k. SC2 Lobbies: Category V - Type II Commercial Serviceability.
 - l. SC3 Waiting Areas: Category V- Type II Commercial Serviceability.
 - m. SC4 Stairs: Category V- Type II Commercial Serviceability.
 - n. SU1 Maintenance Facilities: Category V- Type II Commercial Serviceability.
 - o. SU2 Utility Equipment Rooms: Category V- Type II Commercial Serviceability.
2. Interior Wall Finishes at Exterior Walls: Provide surfaces that will not be damaged by incidental condensation from windows.
 3. Wall Protection: In corridors, mail rooms, and freight receiving rooms, provide impact resistant, color coordinated, wall bumpers, and corner guards or wall surfaces that are inherently resistant to impact damage due to rolling carts, gurneys, and hand trucks.
 4. Opening Protection: At partition openings intended to accommodate pedestrian or vehicular traffic, provide protection of opening edges in the form of door frames (cased openings), or corner guards.
 5. Elevator Cab Finishes: Provide an acceptable level of finish utilizing durable materials in the elevator cabs. Provide protective padding to be hung in the elevator for furniture moving and construction to protect the elevator cab finishes.
 6. Elevator Doors and Frames: ~~Provide stainless steel (AM#6) Existing hollow metal doors and frames at all floors of the building at elevator openings. shall be painted.~~
 7. Flooring: Provide floor finishes that are appropriate for anticipated usage and traffic in each area, based on a 10 year replacement cycle.
 - a. Substantiation:
 - 1) Design Development: As specified for service life span in Chapter 111, including service life analysis and life cycle cost analysis.

PRODUCTS

- A. Design and construct interiors using the following materials and systems:
 1. Ceramic mosaic tile at toilets, showers and dressing areas.
 2. Porcelain paver tile at elevator lobbies, vending areas, coffee/break rooms, and connecting corridors.
 3. Acoustical tile ceilings.
 4. Resilient tile flooring at maintenance, retail, utility and equipment rooms.
 5. Sheet carpet, glued-down at Command Suite, Command Conference Room and Garrison Command Suite and all open, private offices and support areas.
 6. Vinyl-coated fabric wall covering at Corridors, Break Rooms, Vending Areas and Toilets.
 7. Wall fabrics at Command Suite, Command Conference Room and Garrison Command Suite.
 8. Flexible wood veneer wall covering at Command Conference Room and Warrior Wall.
 9. Acoustical wall treatment at Command Conference Room, Interview Rooms and Counseling facilities.
 10. Interior paints at open office areas.
 11. Interior transparent stains at wood trim and wainscot.
- B. Do not use:
 1. Glazed wall tile.
 2. Quarry tile.

3. Portland cement terrazzo.
4. Precast terrazzo.
5. Thinset epoxy terrazzo.
6. Thinset polyacrylate terrazzo.
7. Acoustical panel ceilings.
8. Acoustical metal pan ceilings.
9. Luminous ceilings.
10. Linear metal ceilings.
11. Linear wood ceilings.
12. Athletic flooring.
13. Plastic laminate flooring.
14. Brick flooring.
15. Stone flooring.
16. Cushioned wood flooring.
17. Wood parquet flooring.
18. Wood strip flooring.
19. Resilient sheet flooring.
20. Fluid-applied flooring.
21. Wallpaper.
22. Stone facing.
23. High performance coatings.

METHODS OF CONSTRUCTION

- A. The following existing interior finishes elements must be removed to accomplish new construction:
 1. Existing asbestos-containing or presumed-asbestos-containing resilient flooring.

END OF CHAPTER C16

CHAPTER D22 - PLUMBING FIXTURES

PERFORMANCE

A. Basic Function:

1. Provide plumbing fixtures necessary for occupancy, use, sanitation and comply with ADA requirements.
2. Fixtures Required: As specified by code.
 - a. Lavatories: At public and private restrooms and bathrooms.
 - 1) Group lavatories may be used wherever 4 or more lavatories would be required in a single room; 18 inches of group lavatory perimeter qualifies as a substitute for one lavatory.
 - b. Kitchen Sinks: Single compartment; one in each kitchen.
 - c. Drinking Fountains: Minimum of one on each floor and within 10 feet of each restroom.
3. Where plumbing fixture elements must also function as elements defined within another element group, meet requirements of both element groups.
4. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter D - Services, and Chapter D2 - Water and Drainage.

B. Amenity and Comfort:

1. Convenience:
 - a. Provide space between and around fixtures as required by code.
 - b. Faucets: Single action operation in the following locations.
 - 1) Lobby restrooms.
 - 2) Kitchen.
 - 3) Restrooms.
 - 4) Executive restrooms.
2. Appearance:
 - a. Smooth, corrosion-resistant, non-absorbent, with no crevices to collect dirt.
 - b. Aesthetically pleasing and easy and comfortable to use; high style appearance is very important.
 - c. Color: White, except where metal fixtures are required.

C. Health and Safety:

1. Burning Hazard: Protect wheelchair occupants from hot water pipes and drains.
2. Disease and Infection:
 - a. All openings and edges around the sides and bottom of each fixture permanently sealed with waterproof material.

D. Structure:

1. Anchor fixtures to support weight of fixtures and a minimum of 400 pounds without failure or stress on the connecting pipes.
2. Wall Mounted Fixtures: Carriers concealed inside fixture and in wall or floor.

E. Durability:

1. Expected Service Life Span of Faucet Valves: 20 years.
 - a. Substantiation: Manufacturer's unconditional warranty.
2. Expected Service Life Span of Flushing Mechanisms: 20 years.
 - a. Substantiation: Manufacturer's unconditional warranty.
3. Wear Resistance: Provide fixtures, trim and accessories that are resistant to corrosion,

breakage, scratching, burning, fading and chipping due to continual contact with water, human usage, and cleaning with abrasive materials.

F. Operation and Maintenance:

1. Fixture Functions:
 - a. Lavatories: Standard spout, with integral overflow.
 - b. Urinals: Siphon jet flushing action.
 - c. Kitchen Sinks: Swivel spout, water spray nozzle.
 - d. Drinking Fountains: With hand operation, chilled water service.
 - e. Utility (Mop or Janitor's) Sinks: Filling of standard rolling mop bucket required; spout designed to support full bucket of water.
2. Water Pressure/Flow At Fixtures: 8 psi, minimum, except as otherwise required by code.
 - a. Flush Valves at Water Closets and Urinals: 15 psi, minimum.
3. Water Consumption:
 - a. Water Closets: 1.6 gallons per flush, maximum, with complete waste removal in one flush.
 - b. Urinals: 1.0 gallon per flush, maximum, with complete waste removal in one flush.
 - c. Lavatory Faucets in Public Restrooms: (AM #6) 2.0-2.5 gallon gallons per use with proximity sensors.
 - d. Lavatory Faucets in Other Areas: (AM #6) 2.0-2.5 gallon gallons per use with proximity sensors.
 - e. Drinking Fountains: 2.5 gallons per minute.
4. Maintenance Service:
 - a. Electrically-Powered Fixtures: Battery-power operation not allowed.
5. Ease of Cleaning:
 - a. Use wall-mounted fixtures in public restrooms, for ease of cleaning floors.
 - b. Provide adequate access for cleaning each fixture and the areas around it.
6. Ease of Repair:
 - a. Faucet valves easily removable and replaceable as a single unit.
 - b. Each pipe connection to each fixture provided with a stop valve, for easy disconnection from water service.
 - c. Provide access to all concealed connections, such as floor and wall cleanouts and slip-joint connections.

PRODUCTS

A. Water Closets:

1. Use one or more of the following:
 - a. External flush valve type.
 - b. Vitreous china.
 - c. Wall mounted fixtures.

B. Urinals:

1. Use one or more of the following:
 - a. Vitreous china.
 - b. Wall mounted fixtures.
2. Do not use:
 - a. Enameled cast iron.
 - b. Solid plastic resin.
 - c. Floor mounted, stall type.

C. Lavatories:

1. Use one or more of the following:

- a. Vitreous china.
- b. Ceramic, non-vitreous china.
- c. Countertop-mounted fixtures.
- d. Wall-hung fixtures.

D. Kitchen Sinks:

1. Use one or more of the following:
 - a. Stainless steel.
 - b. Countertop-mounted fixtures.
2. Do not use:
 - a. Vitreous china.
 - b. Plastic.
 - c. Enameled steel.
 - d. Solid plastic resin.
 - e. Enameled cast iron.
 - f. Undercounter-mounted fixtures.
 - g. Pedestal-mounted fixtures.
 - h. Wall-hung fixtures.

E. Faucets and Trim:

1. Use one or more of the following:
 - a. Polished chrome-plated finish.
2. Do not use:
 - a. Polished brass finish.
 - b. Colored coated finishes.

F. Drinking Fountains:

1. Use one or more of the following:
 - a. Electric water coolers.
 - b. Stainless steel finished units.

G. Utility (Mop or Janitor's) Sinks: (15400)

1. Use one or more of the following:
 - a. Precast terrazzo.
 - b. Floor-mounted fixtures.
2. Do not use:
 - a. Stainless steel.
 - b. Enameled cast iron.
 - c. Wall-hung fixtures.

END OF CHAPTER D22

CHAPTER D23 - DOMESTIC WATER

PERFORMANCE

A. Basic Function:

1. Provide hot and cold domestic water to plumbing fixtures as required. Also provide hot water recirculation system for the facility.
2. Domestic water elements comprise the following:
 - a. Water Distribution: Piping within the building, serving fixtures and equipment.
3. Where domestic water elements must also function as elements defined within another element group, meet requirements of both element groups.
4. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter D - Services, and Chapter D2 - Water and Drainage.

B. Amenity and Comfort:

1. Location:
 - a. Locate all water heaters in utility room or under counter near sink for remote fixtures only.
 - b. Do not locate water heaters above ceilings or where the public has access to them.
2. Noise:
 - a. Design to prevent noise due to water hammer.
 - b. Provide water hammer arrestors on each fixture branch to eliminate noise produced by the domestic water fixtures.

C. Health and Safety:

1. Excess Pressure Hazard: Include devices to reduce accidental excess pressure to acceptable level, with maximum overpressure of 10 percent over specified system operating pressure, for the following items:
 - a. Water heaters.

D. Durability:

1. Shock Resistance: Do not use cast iron components where thermal or mechanical shock is expected.
2. Moisture: Do not locate water heaters where leakage would cause damage to surrounding building materials, under counters, or inside cabinets, unless drip pans piped to floor drains are provided.
3. Condensation: Provide insulation on cold water pipes, fittings, valves, and equipment to limit condensation.
4. Temperature Changes: Provide method of allowing thermal expansion of domestic water in the hot water system.
 - a. Provide expansion tanks with bladders.

E. Operation and Maintenance:

1. Pressure Classification: Provide pipe, pipe components, and equipment with a pressure classification of 125 psi.
2. Energy Efficiency:
 - a. Heat Loss: Provide insulation to limit heat loss of domestic hot water to a maximum of 2 degrees F in any 100 feet of pipe, when water is running, and maximum of 2 degrees F per hour, when water is standing.
 - b. Equipment Heat Loss: Provide insulation on the following equipment to limit domestic hot water heat loss to maximum of 2 deg F per hour, without energy input:

- 1) Water heaters.
 - 2) Hot water expansion tanks.
3. Method of Removing Air:
- a. Use one of the following:
 - 1) Automatic air vents.
 - 2) Manual air vents.
 - b. Do not use:
 - 1) Eliminating air tanks.
4. Water Heating Method:
- a. Use one of the following:
 - 1) (AM #6) Electric water heaters.
 - ~~4)2) Gas-fired water heaters.~~
 - b. Do not use:
 - ~~1) Electric water heaters.~~
 - 2)1) Hot water storage tanks.
5. Ease of Service and Maintenance:
- a. Fixture Shut-Off: As specified in Chapter D22.
 - b. Equipment Isolation: Valves on both supply and discharge sides.

PRODUCTS

A. Water Piping, Not Buried:

1. Use one of the following:
 - a. Copper tube, cast copper, wrought copper, or bronze fittings, and soldered joints.
2. Do not use:
 - a. Plastic pipe of any type.
 - b. Acrylonitrile butadiene styrene (ABS) plastic pipe.
 - c. Brass pipe.
 - d. Galvanized steel pipe.
 - e. Chlorinated polyvinyl chloride (CPVC) plastic pipe or tubing.
 - f. Polyvinyl chloride (PVC) plastic pipe or tubing.
 - g. Polybutylene (PB) plastic pipe or tubing.
 - h. Cross-linked polyethylene (PEX) plastic pipe or tubing.
 - i. Cross-linked polyethylene/aluminum/cross-linked polyethylene (PEX/AL/PEX) pipe or tubing.
 - j. Polyethylene/aluminum/polyethylene (PE/AL/PE) pipe or tubing.
 - k. Concrete, clay, or asbestos cement pipe.
 - l. Lead pipe or fittings (bends, traps, caps and plugs).

B. Insulating Materials:

1. Use one of the following:
 - a. Fiberglass.

C. Valves For Shut-Off or Isolation of Equipment, Fixtures, and Parts of Systems:

1. Use one of the following:
 - a. Ball valves.
 - b. Gate valves.
 - c. Butterfly valves.
2. Do not use:
 - a. Globe valves.
 - b. Plug valves.

D. Valves For Flow Control, Throttling, or Bypass:

1. Use one of the following:
 - a. Ball valves.
 - b. Globe valves.

END OF CHAPTER D23

CHAPTER D3 - HVAC - HEATING, VENTILATING, AND AIR CONDITIONING

PERFORMANCE

A. Basic Function:

1. Provide artificial means of controlling temperature, relative humidity, velocity, and direction of air motion in the interior spaces enclosed by the shell, and reduction of airborne odors, particulates, and contaminant gases. Contractor to refer to three types of systems studied in the life cycle cost analysis referenced in volume 4. Responsibility of the contractor to design system appropriate for the building with initial cost, life cycle cost, functionality and ease of maintenance in consideration.
2. The HVAC system consists of the following elements:
 - a. Energy Supply: Elements which provide energy used to maintain building comfort.
 - b. Heat Generation: Electrical elements required to heat building to maintain space comfort.
 - c. Refrigeration: Elements necessary to generate the cooling required to maintain building comfort.
 - d. Air Distribution: Elements required to distribute air to maintain building comfort.
 - e. Hydronic Distribution: Elements required to distribute chilled water to maintain building comfort.
 - f. HVAC Controls: Elements required to control equipment which maintains building comfort.
 - g. Other HVAC Elements: Other elements required to maintain building comfort.
3. Where HVAC elements also must function as elements defined within another element group, meet the requirements of both element groups.
4. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance and Chapter D - Services.

B. Amenity and Comfort:

1. Space Temperature Setpoint: As specified in Chapter 111 and as follows:
 - a. Computer Room: 72 deg F, plus or minus 1 deg F.
 - b. Uninterruptible Power Supply Room: 72 deg F, plus or minus 2 deg F.
2. Relative Humidity Range: As specified in Chapter 111 and as follows:
 - a. Computer Room: 30 to 60 percent.
3. Substantiation:
 - a. Closeout: Measurement of temperature and humidity in each occupied space.
 - 1) One measurement in the summer (outdoor air temperature above 95 deg F) and one measurement in the winter (outdoor air temperature below 40 deg F), within first year of occupancy.

C. Health and Safety:

1. Emergency Power: Provide emergency power in accordance with code plus the following equipment:
 - a. Air handler Emergency Operations Center (EOC).
 - b. Smoke control system fans.
 - c. Chillers.
 - d. Electric heaters for outside air and terminal boxes for Emergency Operations Center (EOC).
2. Electrical Shock Prevention:
 - a. Provide a means of disconnecting power at each piece of equipment.
- ~~3. Smoke Control: Coordinate control of ventilation fans, supply fans, return fans, exhaust fans, and dampers with smoke control system.~~
- ~~4.3. Refrigerants:~~

- a. Comply with the requirements of ASHRAE 15-1994.
- b. Prevent release of refrigerant to atmosphere.
- c. Prevent exposure of occupants to hazardous refrigerants.

5.4. Indoor Air Quality: Provide sufficient ventilation to obtain acceptable indoor quality, determined using the Ventilation Rate Procedure of ANSI/ASHRAE 62-1999 .

D. Operation and Maintenance:

1. Design Criteria:
 - a. Entering Chilled Water Temperature: 45 degrees F.
 - b. Leaving Chilled Water Temperature: 57 deg F.
 - c. Cooling Leaving Air Temperature: 55 degrees F.
 - d. Heating Leaving Air Temperature: 95 degrees F.
2. HVAC Reliability:
 - a. Chillers: Provide multiple chillers to deliver design load capacity.
 - 1) For 2 Chillers: Size each at 60 percent of design load capacity.
 - b. Pumps: Provide multiple pumps to deliver design flow requirements.
 - 1) For 2 Pumps: Size each at 100 percent of design flow.
 - 2) Provide a stand-by pump for each chiller pump.
 - c. Substantiation:
 - 1) Construction: Functional performance testing.
 - 2) Occupancy:
 - a) If equipment is damaged or malfunctions within one year after completion, reporting of the cause of equipment damage or malfunctions.
 - b) Corrective Action: Provide corrective measures necessary to eliminate equipment damage and malfunctions.
 - c) Corrective Action Report: Identification of corrective measures implemented to protect HVAC equipment. Verify that HVAC equipment is operating properly and without damage.

PRODUCTS

A. HVAC System Type:

1. Use one or more of the following:
 - a. Central HVAC Systems:
 - 1) Central chilled water system with fan coil units, air handlers, and electric heating for outside air and terminal box reheat.
 - 2) Chilled water supplied by an air-cooled chiller.
 - 3) Variable volume air handlers with air terminals.
2. Do not use:
 - a. Stand-Alone HVAC Systems:
 - 1) Forced-draft, natural gas furnace with split-system cooling.
 - 2) Forced-draft, natural gas furnace with split-system heat pump.
 - 3) Packaged terminal air-conditioning units or heat pumps.
 - 4) Air-cooled, self-contained air handlers.
 - 5) Rooftop unit.
 - 6) Variable air volume, self-contained, air-conditioning unit.
 - b. Central HVAC Systems:
 - 1) Hot water heating system.
 - 2) Steam heating system.
 - 3) Chilled water cooling system supplied by a water-cooled chiller.
 - 4) Central condenser water loop with water-cooled, variable air volume, self-contained, air conditioning units or water source heat pumps.

END OF CHAPTER D3

CHAPTER D33 - REFRIGERATION

PERFORMANCE

- A. Basic Function:
1. Provide the necessary equipment to generate the cooling required to maintain building comfort.
 2. Refrigeration elements comprise electric water chillers and condensing units using R-22 as the refrigerant.
 3. Where refrigeration elements also must function as elements defined within another element group, meet the requirements of both element groups.
 4. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter D - Services, and Chapter D3 - Heating, Ventilating, and Air Conditioning (HVAC).
- B. Health and Safety:
1. Construct condensing units to ASHRAE 15-1994, Safety Code for Mechanical Refrigeration.
 2. Construct chiller pressure vessels to comply with ASME Boiler and Pressure Vessel Code, Section VIII, Pressure Vessels, 1998, including both coolers and condensers.
- C. Durability:
1. Temperature Endurance: Provide equipment designed for temperatures ranging from 50 degrees F to 122 degrees F (10 degrees C to 50 degrees C).
- D. Operation and Maintenance:
1. Design Criteria:
 - a. Tonnage: 220 tons (AM #6) Contractor to establish tonnage based upon design load calculations.
 - b. Chilled Water Flow: 440 gpm.
 - c. Evaporator Pressure Drop: 20 feet of water.
 - d. Evaporator Fouling Factor: 0.00025 sq ft deg F hr/Btu.
 - e. Substantiation:
 - 1) Preliminary Design: Estimated cooling loads and design criteria.
 - 2) Design Development: Design calculations and sample manufacturer data showing capacity available.
 - 3) Construction: Manufacturer's data showing performance, certified by independent testing agency.
 2. Energy Efficiency:
 - a. Chillers:
 - 1) Energy Efficiency Ratio (EER): 8, calculated as specified in ARI 550/590-1998(Ad.99).
 - 2) Integrated Part Load Value (IPLV): 13, calculated as specified in ARI 550/590-1998(Ad.99).
 - b. Substantiation:
 - 1) Design Development: Manufacturer data showing efficiency available.
 - 2) Construction: Manufacturer's data showing performance, certified by independent testing agency.

PRODUCTS

- A. Refrigeration Units:
1. Use one or more of the following:
 - a. Water chillers.
 - b. Condensing units.

2. Do not use:
 - a. Cooling towers.
 - b. Packaged terminal air-conditioners- Heat pumps.
- B. Water Chillers.
 1. Use one or more of the following:
 - a. Air-cooled chillers.
 - b. Rotary screw chillers.
 2. Do not use:
 - a. Reciprocating chillers.
 - b. Centrifugal chillers.
- C. Auxiliary Equipment:
 1. Use the following:
 - a. Pot feeders.
 - b. Air water separator.
 2. Do not use:
 - a. Chemical pumps.
 - b. Automatic water analyzer.
 - c. Mineral concentration blowdown operators.
 - d. Sand filters.
 - e. Cyclone separators.

END OF CHAPTER D33

CHAPTER D51 - ELECTRICAL ENERGY GENERATION

PERFORMANCE

A. Basic Function:

1. Provide electrical energy generation for emergency and standby power systems.
 - a. Provide emergency power as required by code including the following:
 - 1) Emergency Lighting: Duration as required by code, and as specified in Chapter D61.
 - 2) Warning Lights: Duration as required by code.
 - 3) Elevators: See Chapter D11 for requirements.
 - 4) Electric Fire Pumps: If required by Fire Protection design. Duration as required by code.
 - 5) Fire Detection and Alarm System: Duration as required by code.
 - 6) Central Control Station and Lighting: Located in the Field Officer of the Day (FOD) office. Duration as required by code.
 - 7) Public Address System: Duration as required by code.
 - b. Provide standby power as required by code including the following:
 - 1) Transfer time of 0.0167 seconds (1 cycle).
 - 2) Security Lights: Duration for duration of outage.
 - 3) Electrical Room Lights: Duration as required by code.
 - 4) Heating, Ventilating, and Air Conditioning Equipment serving the Command Suite (CS) and Emergency Operations Center (EOC)
 - a) Boilers and auxiliary equipment.
 - (1) Duration: For duration of outage.
 - b) Chillers and auxiliary equipment.
 - (1) Duration: For duration of outage.
 - c) Pumps and auxiliary equipment.
 - (1) Duration: For duration of outage.
 - d) Air handlers serving CS and EOC.
 - 5) Electric Fire Pumps: Duration as required by code.
 - 6) Fire Detection and Alarm System: Duration as required by code.
 - 7) Central Control Station and Lighting: Duration for duration of outage.
 - 8) Public Address System: Duration for duration of outage.
 - 9) Communications System: Duration for duration of outage.
 - c. Provide uninterruptible power supply (UPS) system as follows:
 - 1) Telephone System: Transfer time of 0.0167 seconds (1 cycle).
 - a) Duration of 15 minutes.
 - 2) Computer Systems and Auxiliary Equipment: Transfer time of 0 seconds.
 - a) Duration of 15 minutes.
 - 3) Fire Alarm and Detection Systems: Transfer time of 0 seconds.
 - a) Duration as required by code.
 - 4) Command Suite and Emergency Operations Center (EOC) Computers: Transfer time of 0 seconds. Duration of 15 minutes.
2. Electrical Energy Generation Capacity:
 - a. Provide capacity at least 20 percent more than the connected load.
 - b. Provide 5 watts per square foot for the part of the building served by each generator.
 - c. As required by code and the following:
 - 1) General Office: 10 watts per square foot.
 - 2) Computer Room: 20 watts per square foot.
 - 3) Capacity sized for specified emergency loads.
3. Configuration:
 - a. Underground service entrance.
4. Where electrical energy generation elements must also function as elements defined within another element group, meet the requirements of both groups.

5. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter D - Services, and Chapter D5 - Electrical.
- B. Amenity and Comfort:
1. Sound and Noise:
 - a. Provide generator exhaust silencer ratings of the residential (18-25dB(A)) type.
 - b. Provide generator enclosures of the sound attenuated type.
 - c. Provide uninterruptible power supply systems noise generation of no more than 69 dBA measured at 5 feet.
 - d. Provide unit power conditioner audible noise generation of no more than 58+ dBA measured at 5 feet.
 2. Appearance: Provide emergency lights which appear to be normal space luminaires.
 - a. Exception: Mechanical and electrical rooms may have self-contained emergency lights.
- C. Health and Safety:
1. Protection from Breakage: Locate electrical energy generation equipment away from high traffic areas, building occupants, public, and vehicular traffic.
 2. Fire Source: Locate electrical energy generation equipment away from storage areas and flammable materials.
 3. Accidental Explosion: Ventilate electrical energy generation equipment to prevent the build-up of explosive gases.
 4. Electrical Shock: Protect personnel from exposure to live power leads.
 5. Intrusion: Protect electrical energy generation equipment from unauthorized access.
 6. Generators and Fuel Supplies: Located out-of-doors.
- D. Durability:
1. Expected Service Life Span: Provide UPS systems which will last a minimum of 20 years in service without major repairs or operating expense.
 2. Moisture Resistance: Provide electrical energy generation equipment which is resistant to moisture.
 3. Corrosion Resistance: Provide electrical energy generation equipment which is resistant to corrosion.
 4. Impact Resistance: Provide electrical energy generation equipment with a weatherproof protective housing.
 5. Generator Set Start Up: Minimum time-delay to start of ~~15 minutes~~, (AM #6) seconds, to prevent transfer in case of short-time outage.
 - a. Provide batteries in UPS system for ride-through of primary power losses until generators are on-line.
- E. Operation and Maintenance:
1. Emergency Lighting System Type: Centralized power source.
 - a. Transfer of load as required by code from batteries to standby generator.
 2. Uninterruptible Power Supply (UPS) Configuration: Parallel redundant with automatic transfer from UPS power to normal power.
 - a. Maintenance Bypass: Provide a maintenance switch to transfer UPS loads directly to normal power or to the standby generators.
 - b. UPS Capacity: as determined by design capacity requirements.
 - 1) Redundant Capacity: 25 percent.
 - c. Substantiation:

- 1) Design Development: Single-line drawings, power supply equipment sizes and types, equipment room sizes.
 - 2) Construction Documents: Riser diagrams, calculations, equipment operating parameters.
3. Uninterruptible Power Supply Systems:
- a. Current Distortion: Less than 10 percent total harmonic distortion with included filter.
 - b. Overload Rating, Percent of Full Load For Any Combination of Linear and Non-Linear Loads:
 - 1) 125 percent for 10 minutes.
 - c. Harmonic Content of Output Waveform:
 - 1) Maximum 4 percent RMS for nonlinear load.
 - 2) Maximum 2 percent RMS for any linear load.
 - 3) Maximum 5 percent RMS for nonlinear load.
 - d. Functions:
 - 1) Emergency power off.
 - 2) Input isolation transformer.
 - 3) Maintenance bypass cabinet
 - 4) Maintenance bypass transformer.
 - 5) SNMP communications capability.
 - 6) Remote monitor panel.
 - 7) Alarm status contacts.
 - e. Reliability: 100 percent.
4. Power Conditioning: Modify incoming power characteristics to comply with utilization equipment requirements; KVA capacity as determined by design capacity requirements.
- a. Provide power conditioning for all equipment in computer rooms.
 - b. Function:
 - 1) Static Voltage Regulation: For any load condition:
 - a) At Nominal Input Voltage: Plus or minus 3 percent.
 - b) For Input Voltage Variation within 40 Percent Plus and Minus: Plus 5 to minus 5 percent.
 - 2) Unbalanced Load Voltage Regulation: Within plus 5 and minus 2 percent, at nominal input voltage at 100 percent load imbalance.
 - 3) Overload Voltage Regulation: Output voltage of no less than minus 6 percent of nominal, at nominal input voltage for an increasing load from 100 percent to 200 percent of full load.
 - 4) Electrical Noise Suppression:
 - a) Common Mode: 120 dB minimum.
 - b) Normal Mode: 120 dB minimum.
 - 5) Single-Phasing Response: Upon loss of one input phase, output phase voltages shall remain within plus 5.8 to minus 4 percent of nominal from no load to 60 percent load.
 - 6) Harmonic Distortion: Less than 4 percent from no load to full load.
 - c. Input Power Factor: 0.96 lagging or better, independent of the load power factor.
 - d. Input Current Distortion: Less than 8 percent THD, independent of the output current distortion.
 - e. Paralleling capable.
 - f. Control and Monitoring:
 - 1) Manual or auto restart, emergency power off, main output circuit breaker.
 - 2) Overtemp and EPO monitor.
 - 3) Power monitor.
 - 4) Transient suppression.
 - 5) Input surge arrestor.
 - 6) Bypass switch.
 - 7) Bypass transformer.
5. Standby Generator:

- a. Electrical Characteristics: 460 volts/3 phase/60 Hz.
 - b. Generator Fuel Supply: Natural gas.
 - c. Generator Reliability: 100 percent.
 - d. Generator Efficiency: Min.95 percent.
 - e. Power Quality: Compatible voltage, wave shape, and frequency with the primary power source.
 - f. Run Time: Duration of outage.
6. Spare Capacity:
- a. Generator Systems: Capacity as determined by design capacity requirements..
 - b. Generator Systems: 10 percent over total load.
 - c. Battery Systems: 10 percent over total load.
 - d. Battery Systems: kW capacity as determined by design capacity requirements with specified back-up time.
 - e. Power Conditioners: 10 percent over total load.

END OF CHAPTER D51

CHAPTER D7 - TELECOMMUNICATIONS

PERFORMANCE

A. Basic Function:

1. Provide the following telecommunications services:
 - a. Voice and Data: Infrastructure for voice and data transmission and telephone equipment.
 - b. Sound Reinforcement ~~None N/A~~: (AM #6) (D72): Public address and music systems.
 - c. Television: Television distribution, reception, and equipment.
 - d. Time/Date Display (Clocks): In lobbies, corridors, and open offices.
2. Where telecommunications elements also must function as elements defined within another element group, meet the requirements of both element groups.
3. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance and Chapter D - Services.

B. Amenity and Comfort:

1. Convenience:
 - a. Time/Date Displays: Analog or digital, easily readable from at least 15 feet distance by persons of normal eyesight.

C. Health and Safety:

1. Electrical Hazards: Design in accordance with all NFPA standards that apply to the occupancy, application, and design.
 - a. Control access to spaces housing electrical components and allow access only by qualified personnel.
2. Emergency Systems: Provide emergency power when normal power is interrupted, for the following:
 - a. Systems and areas as required by code.
 - b. Emergency Operations Center (EOC) and Command Suite.

D. Durability:

1. Enclosures: As required to protect equipment from environment in which it is installed, complying with NEMA 250-1997 and:
 - a. Interior, Other Locations: Type 1.

E. Operation and Maintenance:

1. Capacity: Design systems to deliver required performance while operating within their intended ratings.
 - a. Substantiation:
 - 1) Construction: Testing of wiring systems for continuity, prior to functional performance testing; functional performance testing.
2. Power Consumption and Efficiency:
 - a. Comply with requirements for energy efficiency of electrical equipment in ASHRAE 90.1-1999.
3. Ease of Use:
 - a. Zoning: Arrange wiring and protective devices so that outages caused by local faults do not affect unrelated areas or systems.
 - b. Main Telecommunications Panel: Provide in main electrical room at first floor.
 - c. Branch Telecommunications Panels:
 - 1) Provide one for each floor.
4. Allowance for Change and Expansion:
 - a. Spare Distribution Capacity: 10 percent, minimum.

- b. Future Distribution Capacity: 50 percent, minimum.
- F. Demolition: Perform demolition relating to the existing telecommunications.
 - ~~1. Remove existing 600 pair fiber in the corner of the mechanical room leaving existing conduit in place.~~
 - 1. (AM #6) Remove, protect and reroute existing 600 pair copper for telephone and 24 strand SMFOC for data currently in the building in the corner of the mechanical room leaving existing conduit in place.
 - 2. Coordinate demolition with DOIM

END OF CHAPTER D7

CHAPTER D73 - TELEVISION

PERFORMANCE

A. Basic Function:

1. Provide the following television reception and distribution functions:
 - a. Incoming broadcast television; internal distribution over cabling not broadcast.
 - ~~b. Broadcast television reception, via central antennas for all UHF/VHF broadcast stations available locally.~~
 - e.b. Cable television reception, via provider hard connection.
 - 1) Provide and install a complete, concealed, wired cable television (CATV) system inside the building. It will consist of RG-6 coax CATV cable, installed in a 1" EMT conduit, connected to an F-connector, mounted in a steel junction box with a faceplate.
 - 2) Coordinate with the local CATV provider to install service to the building. Provide and install a 2" conduit to a point 5 ft. from the building for the CATV provider to install the cable to the building.
 - e.c. Video/Audio Outlets: Required as specified in program.
 - 1) Projection rooms, one each.
 - 2) Video outlet at optimum projection location for each specified projection surface, audio outlet near screen.
 - 3) Classrooms, one each.
 - 4) Command Conference Room and Emergency Operations Center (EOC).
 - e.d. Furnished by Government:
 - 1) Television sets.
 - 2) Video projectors.
 - 3) Video recorders.
2. Integrated systems performing all functions are preferred, subject to requirements of code for separated, independent systems.
3. Where television elements also must function as elements defined within another element group, meet the requirements of both element groups.
4. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter D - Services, and Chapter D7 - Telecommunications.
5. Substantiation:
 - a. Preliminary Design: Outline description of systems, inter-system interfaces, and functions provided.
 - b. Design Development: Details of each type of input and output device; capacities of systems; manufacturer data.
 - c. Construction Documents: Detailed layout of input and output device locations.
 - d. Closeout: Complete functional performance testing as specified in Chapter 00830, under Commissioning.

B. Amenity and Comfort:

1. Accessibility: Comply with requirements of local authorities for facilities for the disabled.
2. Visual Image Quality: More than 800 TV lines of resolution.

C. Durability:

1. Moisture Resistance and Thermal Compatibility: Materials that will resist degradation and failure of signals under ambient conditions expected.

D. Operation and Maintenance:

1. Power Supplies: As specified in Chapter D51.

- a. Building power with power line conditioner for all systems.
2. Transmission Capacity:
 - a. Sound Communication Cabling: 10 megabits per second; RJ45 connectors.
 - b. Video/Audio Cabling: Coaxial 75 ohm, plus 2 dB, 100 percent shielded.
 - c. Substantiation:
 - 1) Closeout: Continuity and performance testing.
3. Government Personnel Training: As specified in Chapter 00830.
 - a. Operational: Minimum of 8 hours, for 4 persons, for each separate system.
 - b. Maintenance: Minimum of 8 hours, for 4 persons, for each separate system.

END OF CHAPTER D73

CHAPTER D92 - SURVEILLANCE AND SECURITY CONTROLS

PERFORMANCE

A. Basic Function:

1. Provide remote surveillance of specified areas, intrusion detection, and automatic and remote control of access to building areas, as required by the code, the Program, and as follows.
2. Integrated systems performing all functions are preferred, subject to requirements of code for separated, independent systems.
3. Sound Communication Functions:
 - a. Public address and alarm notifications, including pre-recorded emergency messages.
4. Data Communications Functions: As required to accomplish security functions.
5. Visual Communications Functions:
 - a. Point-to-Point Video Communication:
 - 1) Visual monitoring, for intrusion detection and access/entry control.
6. Access/Entry Control and Intrusion Detection Functions: See definition of security zones in Chapter 111.
 - a. Public Access Zones Outdoors: Remote visual monitoring.
 - b. Operations Zone Entrances: remote visual monitoring.
 - c. Secure Zone Entrances: remote visual monitoring, door status monitoring, and remote locking/unlocking.
 - d. Inside Secure Zone: Remote visual monitoring.
 - e. High-Security Zone Entrances: remote visual monitoring.
 - f. Inside High-Security Zone: Remote visual monitoring.
 - ~~g. User-programmable entrance controls.~~
 - ~~h.g.~~ Real-time status display of all controlled and monitored points; display located in security office.
 - ~~i.h.~~ See Chapters B23 and C12 for mechanical locking devices required.
7. Where surveillance and security control elements also must function as elements defined within another element group, meet the requirements of both element groups.
8. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter D - Services, and Chapter D9 - Other Services.
9. Substantiation:
 - a. Preliminary Design: Outline description of systems, inter-system interfaces, and functions provided.
 - b. Design Development: Details of each type of input and output device; capacities of systems; manufacturer data.
 - c. Construction Documents: Detailed layout of input and output device locations.
 - d. Closeout: Complete functional performance testing as specified in Chapter 00830, under Commissioning.

B. Amenity and Comfort:

1. Accessibility: Comply with requirements of local authorities for facilities for the disabled.
2. Visual Image Quality:
 - a. Television Monitors: Minimum 13 inch diagonal, color.

C. Health and Safety:

1. Fire Safety Functions: In accordance with code and Chapter D43.

D. Durability:

1. Moisture Resistance and Thermal Compatibility: Materials that will resist degradation and failure of signals under ambient conditions expected.
- E. Operation and Maintenance:
1. Power Supplies:
 - a. Building power with power line conditioner for all systems.
 - b. Dedicated Battery Backup Power: For:
 - 1) Access/entry controls; fail-secure, 30 minutes. to allow for emergency generator to come on line.
 - 2) Intrusion detection, 30 minutes.
 2. Transmission Capacity:
 - a. Sound Communication Cabling: 10 megabits per second; RJ11 connectors.
 - b. Data Communication Cabling: 10 megabits per second; RJ11 connectors.
 - c. Visual Communication Cabling: Coaxial 75 ohm, plus 2 dB, 100 percent shielded.
 - d. Substantiation:
 - 1) Closeout: Continuity and performance testing.
 3. Data Storage Capacity:
 - a. Keyless Entry Devices: Minimum of 100,000 unique combinations, with minimum of 4 levels of access authorization.
 4. Ease of Operation:
 - a. Time/date displays centrally synchronized and adjustable.
 - b. Minimum of one centralized monitoring display for all systems is preferred; locate in security office.
 - c. Keyless Entry Devices: Reprogrammable from central control location.
 5. Government Personnel Training: As specified in Chapter 00830.
 - a. Operational: Minimum of 8 hours, for 2 persons, for each separate system.
 - b. Maintenance: Minimum of 8 hours, for 2 persons, for each separate system.

PRODUCTS

- A. Control Systems for All Applications:
1. Use one of the following:
 - a. Microprocessor-based hardware.
 - b. _____.
- B. Visual Monitoring Devices:
1. Use one of the following:
 - a. Color cameras and monitors.
 - b. Stationary cameras.
 - c. Pan, tilt, zoom controlled cameras.
- C. Communication Cabling:
1. Use one of the following:
 - a. Copper cable.

END OF CHAPTER D92

CHAPTER D93 - SPECIAL GROUNDING SYSTEMS

PERFORMANCE

A. Basic Function:

1. Provide grounding systems that:
 - a. Provide protection from lightning strikes; scope and design of protection as defined in Chapter 111.
 - 1) Coordinate installation of lightning protection equipment with demolition of the existing interior partitions and new finish out construction,
 - 2) Reference Chapter F demolition
 - b. Reduce static electricity and transient and induced current in raised access flooring and electronic equipment cabinets, racks, and supports.
 - c. Comply with applicable recommendations of IEEE 142-1991 and IEEE 1100-1999.
2. Where special grounding systems and elements must also function as elements defined within another element group, meet requirements of both element groups.
3. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance, Chapter D - Services, and Chapter D9 - Other Services.

B. Amenity and Comfort:

1. Appearance: Concealed grounding conductors and ground terminals wherever possible. Special consideration shall be made for concealed installation of new lightning protection down conductor in the existing building.

C. Health and Safety:

1. Lightning Protection System Minimum Capacity:
 - a. Substantiation: As specified in Chapter 111.
2. Fence Grounding Capacity:
 - a. Fences that are electrically continuous with metal posts embedded at least 24 inches into the ground, with or without concrete encasement, will be considered adequately grounded.
 - b. Fences that are grounded in accordance with requirements for lightning protection will be considered adequately grounded.

D. Durability:

1. Expected Service Life Span of All Grounding Systems: Life of the building without requiring any more maintenance than annual inspection and minor repairs not more frequently than annually.
 - a. Substantiation:
2. Lightning Protection Elements: Minimum quality demonstrated by listing or labeling by UL.
3. Lightning Protection Strike (Air) Terminals: Sheet metal elements less than 3/16 inch thick are likely to be damaged (punctured) by direct lightning strikes and may not be used as strike (air) terminals.

E. Operation and Maintenance:

- ~~1. Raised Access Floor: Provide a signal reference grid or plane for the entire raised floor area as high-frequency ground for electronic equipment.
 - a. Comply with recommendations of IEEE 1100-1999.
 - b. Conductor Maximum Impedance: 23 ohms per 12 inches of ground conductor at frequency of 1 kHz.
 - c. Ground: Multi-point bonding to all metallic objects crossing grid, including structural elements within 6 feet of grid.~~

END OF CHAPTER D93

CHAPTER G - SITEWORK

PERFORMANCE

A. Basic Function:

1. Provide all modifications to the site and site improvements and utilities required for proper functioning of the project and as indicated in the project program.
2. Sitework comprises the following elements:
 - a. Site Preparation: All modifications to the site and grades required for construction of new work and for proper functioning of the project. Confirm that access to the building meets the requirements in MIL 4270.1M, Construction Handbook.
 - b. Site Improvements: All elements required to provide finished and durable site surfaces, indoor plantings, and outdoor improvements described in the project program.
 - c. Site Services: All outdoor and underground elements required to complete the design of services defined in Volume D - Services.
 - d. Confirm existing sanitary sewer system is adequate and meets the following requirements:
 - 1) Manholes provided at the ends of laterals and at each change in direction or slope.
 - 2) Distance between manholes do not exceed 400 feet.
 - 3) Sewer pipe is sufficient to provide a velocity of at least 2 fps when the pipe is running full and 1.6 fps at average rate of flow.
 - 4) Double clean out is provided within 5 feet of the building.
 - e. Other Site Construction: Miscellaneous site elements.
3. See Chapter 00830 for site elements to be removed by others prior to start of construction.
4. Where site elements also must function as elements defined within another element group, meet the requirements of both element groups.
5. In addition to the requirements of this chapter, comply with all applicable requirements of Chapter 111 - Facility Performance.

B. Health and Safety:

1. Safety:
 - a. Inhibit:
 - 1) The intentional passage of people across controlled access highways, except at intended roadway crossings.
 - 2) The intentional driving of vehicles from adjacent public rights-of-way onto the site, except at intended roadway accesses.
 - 3) The building and site shall comply with the Department of Defense Antiterrorism/Force Protection Construction Standards. References FM 19-30 Physical Security; TM5-853-1,2,3-Security Engineering Manuals.
 - b. Prevent:
 - 1) **(AM#6) DELETED.**
 - 2) The accidental crossing of vehicles between driving lanes moving in opposite directions, except for roadways on which the intended speed limit is less than 40 mph.
 - 3) Access by unauthorized persons to outdoor areas containing electrical equipment that has exposed powered components.
 - c. Substantiation:
 - 1) Construction Documents: Identification of barrier location and type.
2. Maximum Slopes:
 - a. Slopes with Smooth Pavement: 1:10, unless restricted to vehicular use.
 - b. Slopes Covered with Grass: 1:5, unless less than 3 feet in height.
 - c. Slopes with Pedestrian-Inhibiting Vegetation: 1:1, unless less than 5 feet in height.
 - d. Slopes With No Access From Top: Limited only by structural stability and resistance to

erosion.

3. Fire Sources: Design to minimize the danger of wildfires spreading to the site, by complying with NFPA 299-1997.
 - a. Substantiation:
 - 1) Design Development: Identification of measures taken; review by authorities having jurisdiction.
4. Minimum Fire Flow Distribution:
 - a. Existing fire hydrant branches shall be checked to assure the maximum run of pipe is less than 300 feet for each fire hydrant for 6-inch diameter pipe.
 - b. Confirm that the existing building and parking areas can be reached by a maximum of 300 feet of fire hose.
 - c. A minimum of 2 fire hydrants shall be provided near the facility.
 - d. The fire water pipe shall be checked to confirm that the minimum fire flow pipe is 8 inches in diameter for dead end runs. If the facility is protected by a 6 inch diameter pipe, a loop distributions system shall be provided.
 - 1) Vermin/Animal Control:
 - a) Prevent and eliminate standing water that could become stagnant.
 - 2) Physical Security:
 - a) **(AM#6) DELETED**
 - b) **(AM#6) DELETED**
 - 3) Vehicular Safety: Comply with the code.
 - a) Provide visual barriers at extreme changes in elevation near roadways.
 - b) Provide tactile warnings where pedestrian walkways cross or run adjacent to roadways.

C. Structure:

1. Earthwork: Provide structural design in accordance with ANSI/ASCE 7-1998 (pub. 2000) if not otherwise required by code.
 - a. Soil borings shall be taken at the site for new building additions. A Professional Engineer licensed as a Soils Engineer shall test the existing soils from the borings and provide the design for new pavement structures for this project. The Contractor shall use the design as recommended by the Soils Engineer.
 - b. Bearing Capacity: Under substructure, paving, and site structural elements, maintain natural bearing capacity or achieve or correct compaction as required to prevent uncontrolled subsidence or other movement.
 - c. Substantiation:
 - 1) Design Development: Engineering design of any structural fills required.
2. Site Fixtures, Equipment, and Services:
 - a. Provide foundations or other mountings as required to support the completed and operational element permanently and safely and without uncontrolled subsidence or other movement.
 - b. Design structural elements in accordance with code and requirements specified in Chapter B.
 - c. Miscellaneous Site Structures with Floors or Roofs: Designed to comply with same requirements as building superstructure.
 - d. Substantiation: Same as required for superstructure.

D. Durability:

SECTION 01015

DESIGN REQUIREMENTS AFTER AWARD
12/2000
AMENDMENTS NO. 0001 and 0006

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Section Includes

This section includes requirements for developing and submitting a design including preparation of drawings, specifications and design analyses conforming to the requirements contained in this section.

1.1.2 Section Excludes

This section does not include requirements for construction submittals which are specified in Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CONSTRUCTION SPECIFICATIONS INSTITUTE (CSI)

CSI MasterFormat (1995) MasterFormat

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 763 Asbestos

1.3 DESIGN COMPLETION SCHEDULE

See paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK in Section 01000 DESIGN AND CONSTRUCTION SCHEDULE for the Completion Schedule of the entire work.

1.4 METRIC REQUIREMENTS

This is an English Measurement project. Metric Measurements are not required for this project.

1.5 DEFINITIONS

1.5.1 Acceptance

This is the Government's review of the design submittals, construction submittals, and record drawings for conformance to the Contract requirements. Acceptance shall not be construed to be an endorsement of

the accuracy or completeness of the design. The Contractor is ultimately responsible for the contract design and construction. Design deficiencies or omissions in the accepted design shall be the responsibility of the Contractor and the Designer of Record.

1.5.2 Approve, Approved and Approval

As these words are used throughout the documents, they shall mean "as approved by the Designer of Record unless otherwise expressly stated." See Section 01330 CONSTRUCTION SUBMITTAL PROCEDURES.

1.5.3 Complete Specification Section

A Complete Specification Section is one that follows the Construction Specifications Institute's (CSI) 16-Division, 3-Part Section format, including the required submittal register and testing requirements.

1.5.4 Contractor

Firm or company to whom award is made to design and construct the project.

1.5.5 Contract Documents

Contract Documents, in addition to the signed Contract Form and the Contract Clauses, include the Request for Proposal, all amendments, and the Contractor's proposal as accepted at the time of contract award.

1.5.6 Construction Documents

Documents provided by the Contractor and accepted by the Government for use in constructing the project, including but not limited to final design drawings and specifications, schedules, submittal registers, and color boards.

1.5.7 Corps of Engineers Guide Specifications (UFGS)

Includes the Corps of Engineers Unified Facilities Guide Specifications (UFGS) for Military Construction, the narrow-scope sections developed by the Fort Worth District (FWGS), and the Fort Worth District Supplements to the UFGS.

1.5.8 Design Documents

Documents which include design drawings, project specifications, and design analyses (basis of design and calculations) prepared by or under the direct supervision of registered professional architects and engineers and proposed by the Contractor to meet the requirements of this Contract.

1.5.9 Design Drawings

Documentation showing in graphic and quantitative form the extent, design, location, relationships, and dimensions of the construction to be provided by the Contractor. (Note: Shop Drawings, as defined in Section 01330, "CONSTRUCTION SUBMITTAL PROCEDURES," are not to be provided until after design drawings are **accepted** for construction.)

1.5.10 Designer

Architects and Engineers (A/E) associated with the Contractor who are

responsible for the design and have the qualifications and experience specified.

1.5.11 Designer of Record

The Contractor's Architect/Engineer (A/E) is the "Designer of Record" and officially approves the design submittals, construction submittals, and record drawings. There shall be a designer of record for each design discipline. The designer of record is solely liable for design errors and/or omissions and shall have professional liability insurance to insure the designer against design errors and omissions. The Contractor's Quality Control Staff will check and certify all submittals. See paragraph DESIGNER(S) OF RECORD for additional requirements.

1.5.12 Mandatory Guides

Mandatory Guides are those guides listed in Section 01016 DESIGN DOCUMENT REQUIREMENTS, or in the Project Table of Contents as Attachments, which shall be included in the Contractor's technical specifications. Some of the guides may be partially edited while others may not be edited at all. The Contractor shall edit or finish editing these guides.

1.5.13 Mandatory Sections

Mandatory Sections are those sections included in Divisions 2 through 16 of the Contract which have been completely edited and shall be included in the Contractor's technical specifications verbatim.

1.5.14 Solicitation or Request for Proposal (RFP)

Documents furnished to prospective offerors containing proposal information and specifying criteria and project requirements for design and construction of the project. The documents include this specification, attachments, and the information drawings.

1.5.15 Construction Specifications

Construction specifications are the Contractor's developed project specifications consisting of the Government-furnished Division 1 (General Requirements) sections and the Contractor-written sections in Divisions 2 through 16 which will be used to construct the project. Divisions 2 through 16 shall include the Contract mandatory specifications, the Contractor-edited RFP mandatory UFGS and FWGS guide specifications, Contractor-developed UFGS sections for those items of work covered by the UFGS guides, and the Contractor-developed sections for those items of work not covered by the UFGS and FWGS guides.

1.5.16 60 Percent Preliminary Design Submittal

60 Percent Preliminary Design Submittal shall mean 60 percent building and site design and 100 percent demolition and environmental abatement work submittal. See paragraph DESIGN SUBMITTALS for further clarification.

1.6 SUBMISSION OF CONSTRUCTION DRAWINGS, SPECIFICATIONS AND DESIGN ANALYSES

1.6.1 Certification

With each submittal the Contractor shall certify that all items submitted in the design documents (after contract award) comply with the Contract

requirements. The criteria specified in this Contract are binding contract criteria and in case of any conflict, after award, between the Contract criteria and Contractor's submittals, the criteria stated in the Document Order of Precedence in Section 00800 SPECIAL CONTRACT REQUIREMENTS will govern. The Contractor shall present with the letter of transmittal for each design submittal (including the 100 percent corrected design (compliance check) submittal) a certification that the submittal (drawings, specifications, design analysis, etc.) complies with the requirements stated above. Prepare the design certification and transmittal letter in the format shown on Attachment A attached at the end of this Section.

1.6.1.1 Signatures

The certification shall be signed by an officer of the Contractor's company, authorized to contractually obligated the company, and the licensed architect/engineer designer of record attesting that the drawings, specifications, and design analyses prepared for the construction of the project meet the requirements of the Contract.

1.6.2 Deviations

Deviations from the Contract requirements shall be identified in each design submittal's letter of transmittal. Deviations from the Contract requirements will be considered for approval by the Contracting Officer. The Contracting Officer may reject any deviation proposed by the Contractor without explanation.

1.6.3 Field Verification

The Contractor shall verify field conditions which are significant to design by field inspection, researching and reviewing the existing documents pertaining to the site and existing building(s), and evaluating observable existing conditions. The information shall be reflected in the design documents. It is the responsibility of the Contractor to evaluate existing conditions in the immediate proximity of the project to determine if such conditions may affect, or be affected, by the proposed construction. If there are site conditions which appear to affect the proposed construction the Contractor shall inform the Contracting Officer, in writing, before proceeding with the **work**.

1.6.4 Number of Copies

The number of copies for distribution is specified in paragraph "Review Document Distribution." For each design submittal, submit for review and acceptance the specified number of copies of the construction drawings, specifications, design analyses, equipment schedules, submittal register, and all other submittal data, which shall be in accordance with the requirements of the Contract Documents. Upon final acceptance, make distribution of the accepted design and construction documents within 7 calendar days. With each distribution, provide one CD-ROM disk (or more if required) containing all documents. The CD-ROM disks shall be fixated "Final," which is a recording option that renders the disk totally used so that no other data tracks can be added in a later recording session. Proposed modifications shall be submitted in 8 copies. Final modifications, after negotiations, shall be submitted in 8 copies (including one reproducible).

1.6.5 Final Construction Documents

Each distributed set shall consist of full-size paper drawings, specifications, submittal register, design analysis, and a CD-ROM disk(s) containing all of the final design documents (e.g. drawing, specification, submittal register, and design analysis files). Provide documents complete, accurate, and explicit enough to show compliance with the Contract requirements and to permit construction. See Section 01016 DESIGN DOCUMENTS REQUIREMENTS for additional requirements. During and upon completion of the project, the accepted design documents shall be corrected to reflect as-built conditions in accordance with Section 01770 CONTRACT CLOSEOUT.

1.6.5.1 Final Construction Drawings

In addition to the required number of hard copies of final design documents (e.g. drawings, specifications, submittal register, and design analysis), final construction (100 percent) drawings and record (i.e. as-built) drawings after the completion of the project shall be submitted on CD-ROM disk in the CADD format required by the Contract. On the CD-ROM disk include the electronic .dgn or .dwg CADD drawing files, the CADD drawing files in .CAL format (CADD files converted to .CAL) for viewing on MaxView Reader, and an Excel spreadsheet listing for each drawing the drawing number, sequence number, level/layer assignments, line colors, line weights, and line types. See Section 01016 DESIGN DOCUMENT REQUIREMENTS for additional requirements.

1.6.6 Specifications and Design Analysis

Specifications and design analysis shall be provided in hard copy and on the same CD-ROM disk as the drawings, in Microsoft Word for Windows format (Version Microsoft Word 97 minimum, but shall be compatible with the version used at Fort Polk). The Division 1 sections included in the Contract shall be reprinted in the final 100 percent construction specifications. Hard copies of the specifications and design analyses shall be bound separately in 3-ring binders. Each set of documents shall have its own Table of Contents. See Section 01016 DESIGN DOCUMENTS REQUIREMENTS for editing and format requirements.

1.7 DESIGN DOCUMENTS

Design documents shall include construction drawings, specifications, submittal register, design analysis, and drafts of DD Form 1354. Detailing and installation of all equipment and materials shall comply with the manufacturers' recommendations. Construction drawings and specifications shall not make reference to Contract requirements. The Contractor, including designers, shall visit the site and make other trips as necessary during the design to accomplish the work. See Section 01016 DESIGN DOCUMENT REQUIREMENTS for additional descriptions.

1.7.1 Drawings

See paragraph SUBMISSION OF CONSTRUCTION DRAWINGS, SPECIFICATIONS AND DESIGN ANALYSES, subparagraph "Final Construction Documents."

1.7.2 Specifications

Format shall be the Construction Specification Institute (CSI) 16-Division, 3-Part Section format and match that used by the UFGS guide specifications.

Sections which are not part of the UFGS and Fort Worth District guide specification series shall be numbered in accordance with the CSI section

numbering system defined in CSI MasterFormat. No two sections shall have the same section number. Specifications shall be in sufficient detail to fully describe and demonstrate the quality of materials, the installation and performance of equipment, and the quality of workmanship. Division 1 specifications shall consist of the Division 1 sections included in the Contract. The specifications shall clearly identify the specific products chosen to meet the requirements of the Contract (manufacturers' brand names and model numbers or similar product information). Turfing sections shall indicate planting dates.

1.7.3 Design Analysis

Describe the design of each discipline of work, including all features and the necessary calculations, tables, methods, and sources used in determining equipment and material sizes and capacities. Provide sufficient information to support the design of the various categories such as, but not limited to, architectural, interior design, structural, mechanical, electrical, civil including grading, drainage, paving, environmental, and outside utility services, and Contract included items.

1.7.4 DD Form 1354

The 1354 process consists of a preliminary (draft) DD Form 1354 and a Final DD Form 1354. Prepare a preliminary (draft) of DD Form 1354, TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY, so that Fort Polk can update their real property maintenance records. This draft shall contain as many of the resource code items with cost and quantity data as can be developed from the Contractor's final 100% design documents. Submit it to the Contracting Officer within 30 days of the Government's acceptance of the 100% design documents. The Government will use this Final DD Form 1354 to develop the interim 1354. The form, a sample of a completed form, and a general list of resource codes with cost and quantity data are included in the ATTACHMENTS. An electronic file of the form, DD1354.frl, for use with Delrina Perform Pro Form Filler, version 16 Jul 1992, or its successor software Form Flow Filler, Version 2.22 (March 5, 1999) is located on the Solicitation and Contract CD-ROM disk.

1.8 DESIGN AND CONSTRUCTION PERSONNEL QUALIFICATIONS

1.8.1 Project Manager - Design

The design project manager shall have a recognized four year or higher college degree in architecture or engineering, be professionally licensed, and have at least 3 years experience in managing design projects and have at least 5 years of design experience. The Design Project Manager may be the lead designer, and may be the same individual as the Construction Project Manager.

1.8.2 Project Manager - Construction

The project manager shall have a recognized four-year or higher college degree in architecture, engineering (or related technical fields), or construction management and have at least 5 years experience in managing design and construction projects; or have 10 years experience in managing construction projects only.

1.8.3 Project Architect

The project architect shall have a recognized four-year or higher college

degree in architecture, be professionally licensed, 3 years experience as a lead architect, and have at least 5 years design experience.

1.8.4 Designers

In addition to the Project Architect, provide at least one professional licensed architect or engineer for each of the other design disciplines (landscape architectural, civil, electrical, mechanical, and structural design) with at least 5 years experience in their discipline. Each lead designer shall have a recognized four-year (or higher) college degree in architecture or engineering. The fire protection system shall be designed by a registered engineer with a minimum of five years experience in designing fire protection systems.

1.8.5 Design Quality Control Manager

Design quality control manager and the alternate manager qualifications are specified in Section 01430 DESIGN QUALITY CONTROL. Design quality control manager shall not be the same person as the construction quality control manager.

1.8.6 Construction Quality Control Manager

Construction quality control manager and assistants qualifications are specified in Section 01451 CONSTRUCTION QUALITY CONTROL. Construction quality control manager shall not be the same person as the design quality control manager.

1.8.7 Registered Communications Distribution Designer

This project requires the utilization of a Communications Consultant who is a Registered Communications Distribution Designer (RCDD). This person shall design the telecommunications systems for the project, be involved in all phases of design, and shall coordinate with other disciplines for the systems listed in the Design Criteria References and these Design Instructions. This communication consultant shall have a minimum of five years of Telecommunications Design experience. The use of any on-staff electrical engineers for design of the telecommunication systems and who are not RCDD is not acceptable.

1.8.8 Industrial Hygienist

Industrial Hygienist (IH), or Designated Industrial Hygienist, shall be a professional qualified by education, training, and experience to anticipate, recognize, evaluate, and develop controls for occupational health hazards.

[AM #0001] (deleted text) The Designated IH shall be board certified in the practice of industrial hygiene as determined and documented by the American Board of Industrial Hygiene (ABIH), have EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C, and have a minimum of **[AM #0001]** 5 years of comprehensive experience in planning and overseeing abatement activities for asbestos, lead, regulated materials, and mold. Provide copies of the Designated IH's current valid ABIH certification, "Contractor/Supervisor" course completion certificate(s), the most recent certificate(s) for required refresher training, and the employee "Certificate of Worker Acknowledgment" as required in Section 13280 ASBESTOS ABATEMENT. The Designated IH shall be completely independent from the Contractor according

to federal, state, or local regulations; that is, shall not be a Contractor's employee or be an employee or principal of a firm in a business relationship with the Contractor negating such independent status.

[AM #0001]_____ (deleted text).

1.8.9 CADD Personnel

CADD personnel shall be proficient in the preparation of architectural and engineering drawings and the CADD equipment that will be used to create the required drawings and record drawings. The lead CADD person shall have at least 5 years experience on the proposed equipment.

1.8.10 Project Schedule Scheduler

Qualifications for the Scheduler are specified in Section 01320 PROJECT SCHEDULE.

1.9 DESIGNER(S) OF RECORD

The Contractor shall identify, for approval, the Designer of Record for each area of work. One Designer of Record may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, registered Designer of Record. The Designer(s) of Record shall review, approve, stamp, sign, and date all design and construction drawings under their responsible discipline at each design submittal stage, including modification drawings after start of construction (see Section 00800 SPECIAL CONTRACT REQUIREMENTS, clause "Registration of Designers.")

1.10 CONSTRUCTION MANAGEMENT KEY PERSONNEL

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this Contract. In addition to the typical required construction activities, the Contractor's involvement shall include, but is not limited to, actions such as integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the Contract), ensuring constructability and economy of the design, integrating the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities. The Contractor's Quality Control Staff will check and certify all submittals.

1.11 DESIGN SUBMITTALS

1.11.1 General

The Contractor shall schedule the number and date of the design submittal phases and conferences. Design submittals are required at the 60 percent preliminary design stage, the 100 percent final design stage, and at the corrected final design stage. The number, date, and contents of the design submittal phases shall be reflected in the project schedules. An authorization letter to start work will be provided separately by the Contracting Officer for each phase of the design. See paragraph "Government Design Review and Acceptance" and Section 01016 DESIGN DOCUMENTS REQUIREMENTS for additional requirements.

1.11.2 60 Percent Preliminary Design Submittal

The 60 percent preliminary design submittal includes the 60 percent in-progress building and site design and the 100 percent complete demolition and environmental abatement plan and drawings. These documents shall be packaged and stamped "For Review Only - 60% Design". Each sheet of the drawings shall also be stamped except for the demolition and environmental abatement drawings which will be stamped 100% design submittal. See Section 01016 DESIGN DOCUMENTS REQUIREMENTS for additional requirements.

1.11.3 100 Percent Final Design Submittal

The 100 percent final design submittal includes all design and construction documents, ready for start of construction. This includes the complete site, utility, and building design, in addition to the demolition and environmental abatement plan and drawings, and shall be stamped "For Review Only -100% Design". Each sheet of the drawings shall also be stamped. Contractor shall make final proposal of all materials and finishes at this stage. See Section 01016 DESIGN DOCUMENTS REQUIREMENTS for additional requirements.

1.11.4 Compliance Check Design Submittal

The compliance check design submittal(s) include all construction documents after incorporation of the Government's 100 percent final design review comments. These documents shall be stamped "100% Corrected Design"; and each sheet of the drawings shall also be stamped and signed by the Designer of Record.

1.11.5 Insufficient Design Submittals and Delays

No additional time for completion of the Contract will be granted to the Contractor due to insufficient design submittals. Delays caused by the Contractor in completion of the 60 percent design, 100 percent design, or the 100 percent corrected design will not be considered as valid reason to delay the entire project within the contract project duration.

1.11.6 Deviations or Betterments

The Contractor shall bring to the Government's attention any deviations or betterments made to the RFP and Contractor's proposal documents. These shall be summarized in letter form with reasons and highlighted or clouded details on the applicable drawings and documents submitted. See Section 00800 SPECIAL CONTRACT REQUIREMENTS for additional requirements concerning betterments.

1.11.7 Review Design Documents

The Contractor shall submit all drawing design documents on blue-line media with "FOR REVIEW" stamped in 1/2-inch high letters in the lower right corner in red ink. Specifications and Design Analyses shall be hard copy with "FOR REVIEW" stamped in 1/2-inch high letters in the lower right corner in red ink. The Contractor shall submit Contractor-approved documents on black-line media with "APPROVED FOR CONSTRUCTION" similarly stamped.

1.12 DESIGN REVIEWS

Design reviews will be held in the offices of the Fort Polk Resident Office at the preliminary (60 percent), final (100 percent), and corrected final stages of the final design in accordance with the Contractor's Project Schedule. The Government shall have thirty (30) calendar days review period for each submittal (60 percent design and 100 percent Design) and fourteen (14) calendar days review period for submittal of the Compliance Check Design (corrected final design). Design review conference(s) between the Contractor and the Government may be held after submittal of the 60 percent preliminary and 100 percent final design(s) if the Government determines them necessary. The time for Government review will be calculated from the date of receipt of the design submittals at the Government address to the date the annotated review comments are mailed to the Contractor.

1.12.1 Review Intent

Reviews will be for conformance with the technical requirements of the Contract. If the Contractor disagrees technically with any comment and does not intend to comply with the comment, the Contractor shall clearly outline, with ample justification, the reasons for noncompliance within 5 days after receipt of these comments in order that the comment(s) can be resolved. The Contractor shall furnish disposition of all comments, in writing, with the next scheduled submittal. If the Contractor believes the action required by any comment exceeds the requirements of the Contract, the Contractor shall immediately notify the Contracting Officer in writing and take no action regarding this matter until the matter is resolved.

1.12.2 Late Submittals

If a design submittal is over one (1) day late in accordance with the latest design schedule, the Government review period will be extended 7 days. The review conference will be held the week after the review period. Submittal date revisions shall be in writing at least one week prior to the affected submittal.

1.12.3 Review Document Distribution

For each review, review documents shall be sent, in the quantity indicated, to the addresses listed below. The documents will be in their then present "on-board" design status. All documents must contain an index of contents.

Work shall, however, continue up to the time of the review conference date(s) when 2 copies of then-current design documents will be brought to the issuing office for the conference review. Originals of transmittal letters shall be sent to the Area Engineer, address as shown below, and copies should accompany each mail package. Transmittal letters shall indicate distribution by use of the "ATTN" code shown in the address.

No. of Copies

(8 Copies) District Engineer
US Army Engineer District, Fort Worth
ATTN: CESWF-EC-AM (Ms. Patty Murphy)
P.O. Box 17300
Fort Worth, TX 76102-0300

(1 Copy) Mr. Harold Hansen
ATTN: AMSEL-IL-DE-IN-CO (SAIC)
1435 Porter Street, Suite 200

Fort Derrick, Maryland 21702-2505

(8 Copies) Commander HQ JRTC and Fort Polk
AFZX-PW-EP/(Mr. Ellis Smith)
Building 3304
Fort Polk, LA 71459-7100

(5-Review) U.S. Army Corps of Engineers
(5-Final) ATTN: Breck Graves
Bldg. 4741
2315 Service Command Loop
Fort Polk, LA 71112-2505

1.12.4 Additional Review Time

If for any reason the Government requires more time than that stated for review, then the Contractor will be granted an extension of time equal to the number of calendar days of delay.

1.12.5 Government Design Review and Acceptance

Government personnel will present review comments for discussion and resolution. Copies of comments, annotated by the Designer of Record with comment action agreed on, will be made available to all parties at least 10 calendar days prior to the conference. Review conferences will be scheduled by the Contractor. Unresolved problems will be resolved by immediate follow-on action at the end of conferences. Valid comments will be incorporated into the Documents. On receipt of final corrected design documents (with all backcheck comments incorporated) and if acceptable, the Contracting Officer shall notify the Contractor in writing that the documents are accepted and construction may begin. Furnish the final design and construction documents in accordance with paragraph "Review Document Distribution." The Government, however, reserves the right to not to accept design document submittals if outstanding unincorporated comments are of too great a significance. In this case, every effort shall be made during follow-up action between the Contractor and the Fort Worth District to resolve conflicts and problems such that documents can be accepted. However, if final submittal(s) are incomplete or deficient, requiring correction by the Contractor and resubmittal for review, the cost of rehandling and reviewing will be deducted from payment due the Contractor at the rate of \$500.00 per submittal.

1.12.5.1 Final Construction Documents

Following the last submittal, the Contractor shall forward the completed original set of reproducibles for acceptance. Upon Government acceptance of corrected 100 percent final design documents, the original will be returned to the Contractor for reproduction purposes. The Contractor shall be responsible for reproduction. Within 7 calendar days after acceptance, the Contractor shall mail 1 complete set of the accepted design documents to the Fort Worth District, CESWF-EC-AM Attn: Patty Murphy and 5 complete sets to the Corps of Engineers' Fort Polk Resident Engineer. Each set shall consist of full size paper drawings, specifications, and design analysis and CD-ROM disk(s) containing all drawing, specifications, submittal register, and design analysis files). During and upon completion of the project, the accepted design documents shall be corrected to reflect as-built conditions in accordance with Section 01770 CONTRACT CLOSEOUT. **(AM#6) After acceptance, the Contracting Officer shall be notified, at the time of occurrence, of all changes made to the final construction documents.**

1.13 COORDINATION

1.13.1 Written Records

The Contractor shall prepare a written record of each design site visit, meeting, or conference, either telephonic or personal, and furnish copies to the Contracting Officer and all parties involved within 5 working days. Include subject, names of participants, outline of discussion, and recommendation or conclusions. Number each written record for the particular project under design in consecutive order.

1.13.2 Design Needs List

Throughout the life of the Contract the Contractor shall furnish the Contracting Officer a biweekly "needs" list for design related items. This list shall itemize in an orderly fashion design data required by the Contractor to advance the design in a timely manner. Each list shall include a sequence number, description of action item, and the name of the individual or agency responsible for satisfying the action item and remarks. Maintain the list on a continuous basis with satisfied action items checked off and new action items added as required. Once a request for information is initiated, that item shall remain on the list until the requested information has been furnished or otherwise resolved. Mail copies of the lists\ to both the Contracting Officer and the agencies tasked with supplying the information.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 ATTACHMENTS

ATTACHMENT A

[Prime Contractor's Letterhead]

Date: _____

Contract No.: _____

[Reviewing Component Address]

Subject: DESIGN CERTIFICATION AND TRANSMITTAL FOR

Project Title: _____

Project Location: _____

Contract No.: _____

Gentlemen,

Enclosed are the following documents which I hereby certify are in compliance with the Contract requirements of the subject construction contract and can be used to commence construction subject to Government acceptance:

1. Project Drawings
2. Project Specifications
3. Design Analysis
 - a. Civil
 - b. Water Supply and Wastewater Collection
 - c. Architectural
 - d. Interior Design
 - e. Structural
 - f. Mechanical
 - g. Fire Protection
 - h. Electrical
 - i. Environmental
- j. Landscape Architectural
4. Submittal Register

[Typed Name and Signature of the
Officer of the Prime Contractor's company]

5. Deviations

Copy to: [As standard with the Contractor]

[Typed Name and Signature of the
Licensed Architect/Engineer of Record]

-- End of Section --

<u>CATEGORY</u> <u>CODE</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>METRIC</u> <u>UOM</u>
61050	JRTC & HEADQUARTERS	SF	M2
81113	ELECTRIC POWER, COAL FIRED	KV	
81115	ELECTRIC POWER, OIL FIRED	KV	
81117	ELECTRIC POWER, GAS FIRED	KV	
81121	ELECTRIC POWER, NUCLEAR	KV	
81122	ELECTRIC POWER, PHOTOVOLTAIC	KV	
81150	UNINTERRUPTABLE POWER SUPPLY	KV	
81160	STANDBY GENERATOR	KV	
81171	ELECTRIC POWER, HYDRO	KV	
81230	EXTERIOR LIGHTING	LF	M
81241	OVERHEAD ELECTRIC LINES	LF	M
81242	UNDERGROUND ELECTRIC LINES	LF	M
81320	SUBSTATION	KV	
81350	ELECTRIC SWITCHING STATION	KV	
81360	TRANSFORMERS	KV	
82110	HEATING PLANT, COAL FIRED	MB	
82117	HEATING PLANT, DUAL-FUEL	MB	
82118	HEATING PLANT, WOOD-FIRED	MB	
82120	HEATING PLANT, OIL-FIRED	MB	
82130	HEATING PLANT, GAS-FIRED	MB	
82140	HEATING PLANT, NUCLEAR	MB	
82150	HEATING PLANT, STEAM	MB	
82160	HEATING PLANT, ELECTRIC	MB	
82182	HEATING PLANT, SOLAR	MB	
82187	HEATING PLANT, GEOTHERMAL	MB	
82210	STEAM CONDENSATE LINES	LF	M
82220	HOT WATER LINES	LF	M
82221	HOT/CHILLED WATER LINES	LF	M
82240	STEAM LINES	LF	M
82310	GAS GENERATING PLANT	MB	
82410	GAS PIPELINES	LF	M
82610	A/C REFRIGERATION PLANT	TN	MT
82625	HEAT PUMP	TN	MT
82710	CHILLED WATER DISTRIBUTION SYSTEM	LF	M
83110	PRIMARY WASTE WATER TREATMENT	KG	
83112	SECONDARY WASTE WATER TREATMENT	KG	
83113	ADVANCED WASTE WATER TREATMENT	KG	
83120	SEPTIC TANK AND DRAIN FIELD	KG	
83130	RAW SEWAGE LAGOON/OXIDATION POND	KG	
83140	INDUSTRIAL WASTE TREATMENT PLANT	KG	
83150	SEWAGE LIFT STATION	KG	
83180	GRAVITY OIL/GREASE SEPARATOR	KG	
83181	WATER AND GRIT SEPARATOR	KG	
83210	SANITARY SEWER LINES	LF	M
83220	COMBINED SEWER	LF	M
83240	INDUSTRIAL WASTE SEWER	LF	M
83310	INCINERATOR FACILITY	TN	MT
83312	REFUSE COLLECTION FACILITY	TN	MT

CATEGORY			METRIC
<u>CODE</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>UOM</u>
83320	RECYCLING FACILITY	TN	MT
83410	SANITARY LANDFILL	AC	
83420	HAZARDOUS WASTE LANDFILL	AC	
84110	WATER TREATMENT PLANT	KG	
84125	FILTER PLANT FACILITY	KG	
84130	WATER WELL, POTABLE	KG	
84141	PUMP STATION, POTABLE	KG	
84150	CHLORINATOR FACILITY	KG	
84210	WATER DISTRIBUTION LINES, POTABLE	LF	M
84215	SUPPLY MAIN, POTABLE	LF	M
84330	FIRE PROTECTION SYSTEM, NONPOTABLE	LF	M
84450	CHLORINATOR FACILITY, NONPOTABLE	KG	
84470	WATER WELL, NONPOTABLE	KG	
84472	PUMP STATION, NONPOTABLE	KG	
84510	WATER DISTRIBUTION LINES, NONPOTABLE	LF	M
84610	WATER STORAGE TANKS, POTABLE	GA	L
84620	RESERVOIR, POTABLE	GA	L
84710	WATER STORAGE TANKS, NONPOTABLE	GA	L
84720	RESERVOIR, NONPOTABLE	GA	L
84730	FIRE PROTECTION POND	GA	L
84740	WATER RETAINING BASIN	GA	L
85110	CANTONMENT AREA ROADS, SURFACED	SY	M2
85120	VEHICLE BRIDGE	SY	M2
85130	CANTONMENT AREA ROADS, UNSURFACED	SY	M2
85150	CANTONMENT AREA TANK TRAIL	SY	M2
85210	ORG. VEHICLE PARKING, SURFACED	SY	M2
85211	ORG. VEHICLE PARKING, UNSURFACED	SY	M2
85212	STAGING/MARSHALLING AREA	SY	M2
85215	NONORG. VEHICLE PARKING, SURFACED	SY	M2
85216	NONORG. VEHICLE PARKING, UNSURFACED	SY	M2
85218	NONORG. VEHICLE PARKING GARAGE	SY	M2
85220	SIDEWALKS AND WALKWAYS, SURFACED	SY	M2
85221	SIDEWALKS AND WALKWAYS, UNSURFACED	SY	M2
85225	PAD	SY	M2
85230	PEDESTRIAN BRIDGE	SY	M2
85710	TRAINING AREA ROADS, SURFACED	SY	M2
85715	TRAINING AREA ROADS, UNSURFACED	SY	M2
85720	TRAINING ATEA TANK TRAILS, SURFACED	SY	M2
85725	TRAINING AREA TANK TRAILS, UNSURFACED	SY	M2
85730	TRAINING AREA BRIDGE	SY	M2
86010	RAILROAD TRACKS	MI	M2
86110	RAILROAD BRIDGE	LF	M
86120	CRANE TRACKS	LF	M
86130	RAILROAD SCALES	LF	M
86140	COAL TRESTLE	LF	M
87110	STORM SEWER	LF	M
87120	DRAINAGE DITCH	LF	M
87130	IRRIGATION FACILITY	LF	M

CATEGORY			METRIC
<u>CODE</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>UOM</u>
87140	DIKES	LF	M
87150	RETAINING STRUCTURE	LF	M
87171	POLLUTANT DRAINAGE SYSTEM	LF	M
87210	FENCING AND WALLS	LF	M
87250	GATE	LF	M
87255	FIRE BREAKS	LF	M
88010	FIREALARM SYSTEM	BX	
88020	WATCH REPORTING SYSTEM	BX	
88030	AIR RAID ALARM SYSTEM	BX	
88040	INTRUSION ALARM SYSTEM	BX	
88045	RADIATION SENSING DEVICE	BX	
88110	AUTOMATIC WATER SPRINKLER SYSTEM	SF	M2
88120	SPECIAL FIRE EXTINGUISHING SYSTEM	SF	M2
88130	STANDPIPE SYSTEM	SF	M2
89111	POWER PLANT BUILDING	SF	M2
89112	ACETYLENE PLANT	SF	M2
89113	POWER SUBSTATION/SWITCHING STATION BLDG	SF	M2
89115	ENVIRONMENTAL TEST LABORATORY	SF	M2
89117	INERT GAS FACILITY	SF	M2
89120	PLANT/UTILITIES BUILDING	SF	M2
89121	HEATING PLANT BUILDING	SF	M2
89123	COMPRESSED AIR PLANT	SF	M2
89126	REFRIGERATION/AIR CONDITIONING BUILDING	SF	M2
89130	HAZARDOUS BUILDING	SF	M2
89131	SEWAGE/WASTE TREATMENT BUILDING	SF	M2
89132	OXYGEN PLANT	SF	M2
89133	REFUSE AND GARBAGE BUILDING	SF	M2
89141	WATER SUPPLY/TREATMENT BUILDING, POTABLE	SF	M2
89144	WATER SUPPLY BUILDING, NONPOTABLE	SF	M2
89148	WATER STORAGE BUILDING	SF	M2
89150	SHREDDER FACILITY	SF	M2
89210	MONITORING WELLS	EA	M2
89215	ENVIRONMENTAL TEST FACILITY	EA	M2
89220	ENERGY MANAGEMENT CONTROL SYSTEM	EA	
89221	SEWAGE HOLDING TANK	EA	
89225	GAS STORAGE TANK	EA	
89226	VAPORIZER STATION	EA	
89230	TRAFFIC SIGNALS	EA	
89235	FREQUENCY CONVERTER	EA	
89240	FIRE HYDRANTS	EA	
89245	FOAM MIX TANK	EA	
89250	RAILROAD CROSSING SIGNALS	EA	
89260	DECORATIVE FOUNTAIN/POND	EA	
89270	DAM	EA	
89280	LIGHTNING PROTECTION SYSTEM	EA	
89285	IMPROVED LAND - USAREUR	AC	
89286	SEMI-IMPROVED LAND - USAREUR	AC	
89287	UNIMPROVED LAND - USAREUR	AC	
89310	INERT GAS LINE	LF	

CATEGORY			METRIC
<u>CODE</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>UOM</u>
89320	COMPRESSED AIR LINE	LF	M
89330	VACUUM LINE	LF	M
89340	UTILDORS	LF	M
89410	COOLING TOWER	CM	
89510	IMHOFF TANK	GA	L
89520	POLLUTANT CATCH BASIN	GA	L
89530	SEWAGE HOLDING TANK	GA	L
89540	FOAM MIX TANK	GA	L
89550	WASTE POL STORAGE TANK	GA	L
89560	HAZARDOUS WASTE HOLDING TANK	GA	L
93210	SITE CLEARING AND GRADING	SY	M2
93220	LANDSCAPE PLANTTING	SY	M2
93310	DEMOLITION	EA	
93410	CUT AND FILL	CY	M3

Units of Measure

UNIT OF MEASURE	DESCRIPTION
AC	ACRES
BL	BARRELS (42 Gallons Liquid)
BX	BOXES
CM	CUBIC FEET PER MINUTE
CY	CUBIC YARDS
EA	EACH
GA	GALLONS
KG	THOUSANDS OF GALLONS PER DAY
KV	KILOVOLT - AMPERES
LF	LINEAR FEET
MB	MILLIONS OF BRITISH THERMAL UNITS
MI	MILES
SF	SQUARE FEET
SY	SQUARE YARDS
TN	TONS (2,000 POUNDS OR COOLING CAPACITY)
M2	SQUARE METERS
L	LITERS
M	METERS
M3	CUBIC METER
KL	THOUSAND OF LITERS PER DAY
MT	METRIC TON

Solicitation No. **DACA692-R-0001**
BUILDING 350 CONVERSION JRTC and FT POLK HEADQUARTERS
Fort Polk, Louisiana
January 11, 2001

AMENDMENT NO. 6

WALLCOVER SCHEDULE

(Does not include Specialty Wallcovers)

ACOUSTIC WALL COVER:

4 Walls	IRACO	Visitor
3 Walls	DOIM	“Think Tank”
4 Walls	CPAC	Waiting
4 Walls	EO-EEO	Counseling
4 Walls	FOD	Sleep Area

WRITE ON WALLCOVER:

1 Wall	DOIM	“Think Tank”
1 Wall	DOC	Training Room
1 Wall	CPAC	Training Room
1 Wall	DRM	Training Room
1 Wall	Each	Common Conference Room

VINYL WALLCOVER:

4 Walls	Command	Toilet
4 Walls	Garrison	Toilet
4 Walls	Pre-Assembly	
1 Wall	Each Glory Wall	
4 Walls	DPW	Blueprint/Repro Room
4 Walls	VTC	
3 Walls	Each	Common Conference Room

SOUND ABSORBING PANELS:

All Walls	EOC
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