Memphis District **Invitation for Bid No. DACW66-02-B-0013**

US Army Corps
of Engineers®

Project Title:
INDEFINITE DELIVERY-INDEFINITE QUANTITY CONTRACT FOR MISCELLANEOUS REPAIRS

Location:
WITHIN THE MEMPHIS DISTRICT

Construction Solicitation and Specifications

THIS IS AN UNRESTRICTED SOLICITATION

Date: APRIL 2002

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00100	INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS
00600	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF BIDDERS
00700	CONTRACT CLAUSES
00800	SPECIAL CONTRACT REQUIREMENTS

TECHNICAL SPECIFICATIONS

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DIVISIONS 3 THRU 16 - NOT USED	

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW66-02-B-0013	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	04/22/02	

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	W38XGR-2084-4101	DACW66-02-B-0013

7. ISSUED BY CODE W38XGR

U S ARMY ENGINEER DISTRICT, MEMPHIS
CONTRACTING DIVISION (CEMVM-CT)
167 NORTH MAIN STRET B202
MEMPHIS, TN 38103-1894

8. ADDRESS OFFER TO

ADDRESS SAME AS BLOCK 7.
HAND DELIVERED BIDS RECEIVED IN ROOM 681, CLIFFORD DAVIS FEDERAL BUILDING, 167 NORTH MAIN STREET, MEMPHIS, TN

9. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	SEE BIDDING SCHEDULE	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The work required is for Indefinite Delivery-Indefinite Quantity Contract for Miscellaneous Repairs Within the Memphis District.
DESCRIPTION OF WORK: The work consists of miscellaneous repairs throughout the Memphis District. These repairs may include levee slide repairs, channel scour repairs, culvert replacements, and other repairs. The work consists of furnishing all plant, labor, materials - except as specified - and equipment for the work. The work includes, but is not limited to: clearing; stripping; grubbing; excavation, stockpiling of material; debris disposal; placement of geotextile, filter material and riprap; compaction; levee restoration using geogrid; and establishment of turf. This contract has a base year and four one-year options, with a cumulative total not to exceed $1,500,000 per contract period. This will be an unrestricted procurement. To qualify as a small business concern, in addition to being independently owned and operated, and not dominant in the field of operation in which it is bidding on government contracts, the concern must have had average annual sales receipts for the three preceding fiscal years not exceeding $28.5 million. The supplies or services to be procured are classified under NAICS 234990, and SIC 1629.Wage Rates included after Sec 00010.

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See *Sec. 00800, Para. 1.1 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1440 (hour) local time 05/23/02 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CAGE #: DUNS #:	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within ____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SECTION 00010
SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE A – BASIC YEAR

AREA I (State of Illinois)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0001	Mobilization and Demobilization	1	JB		
0002	Remobilization	25	MI		
0003	Clearing	10	AC		
0004	Grubbing	5	AC		
0005	Excavation	5000	CY		
0006	Geotextile (Filter Fabric)	250	SQ		
0007	Corrugated Metal Pipe, 24-inch	260	LF		
0008	Corrugated Metal Pipe, 36-inch	360	LF		
0009	Corrugated Metal Pipe, 48-inch	360	LF		
0010	Corrugated Metal Pipe, 60-inch	360	LF		
0011	Flared End Section, 24-inch	3	EA		
0012	Flared End Section, 36-inch	3	EA		
0013	Flared End Section, 48-inch	3	EA		
0014	Flared End Section, 60-inch	3	EA		
0015	Flapgate, 24-inch	3	EA		
0016	Flapgate, 36-inch	3	EA		
0017	Flapgate, 48-inch	3	EA		
0018	Flapgate, 60-inch	3	EA		
0019	Filter Material	750	TN		
0020	Semi-compacted Backfill	4000	CY		
0021	Compacted Backfill	1000	CY		
0022	Aggregate Surfacing	500	TN		
0023	R-90 (90#) Riprap	1500	TN		
0024	R-200 (200#) Riprap	2000	TN		
0025	R-400 (400#) Riprap	1000	TN		
0026	R-650 (650#) Riprap	1000	TN		
0027	Grout	50	CY		
0028	Turfing	10	AC		

AREA II (State of Missouri)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0029	Mobilization and Demobilization	1	JB		
0030	Remobilization	25	MI		
0031	Clearing	10	AC		
0032	Grubbing	5	AC		
0033	Excavation	5000	CY		
0034	Geotextile (Filter Fabric)	250	SQ		
0035	Corrugated Metal Pipe, 24-inch	260	LF		
0036	Corrugated Metal Pipe, 36-inch	360	LF		
0037	Corrugated Metal Pipe, 48-inch	360	LF		
0038	Corrugated Metal Pipe, 60-inch	360	LF		
0039	Flared End Section, 24-inch	3	EA		
0040	Flared End Section, 36-inch	3	EA		
0041	Flared End Section, 48-inch	3	EA		
0042	Flared End Section, 60-inch	3	EA		
0043	Flapgate, 24-inch	3	EA		
0044	Flapgate, 36-inch	3	EA		
0045	Flapgate, 48-inch	3	EA		
0046	Flapgate, 60-inch	3	EA		
0047	Filter Material	750	TN		
0048	Semi-compacted Backfill	4000	CY		
0049	Compacted Backfill	1000	CY		
0050	Aggregate Surfacing	500	TN		
0051	R-90 (90#) Riprap	1500	TN		
0052	R-200 (200#) Riprap	2000	TN		
0053	R-400 (400#) Riprap	1000	TN		
0054	R-650 (650#) Riprap	1000	TN		
0055	Grout	50	CY		
0056	Turfing	10	AC		

AREA III (State of Arkansas)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0057	Mobilization and Demobilization	1	JB		
0058	Remobilization	25	MI		
0059	Clearing	10	AC		
0060	Grubbing	5	AC		
0061	Excavation	5000	CY		
0062	Geotextile (Filter Fabric)	250	SQ		
0063	Corrugated Metal Pipe, 24-inch	260	LF		
0064	Corrugated Metal Pipe, 36-inch	360	LF		
0065	Corrugated Metal Pipe, 48-inch	360	LF		
0066	Corrugated Metal Pipe, 60-inch	360	LF		
0067	Flared End Section, 24-inch	3	EA		
0068	Flared End Section, 36-inch	3	EA		
0069	Flared End Section, 48-inch	3	EA		
0070	Flared End Section, 60-inch	3	EA		
0071	Flapgate, 24-inch	3	EA		
0072	Flapgate, 36-inch	3	EA		
0073	Flapgate, 48-inch	3	EA		
0074	Flapgate, 60-inch	3	EA		
0075	Filter Material	750	TN		
0076	Semi-compacted Backfill	4000	CY		
0077	Compacted Backfill	1000	CY		
0078	Aggregate Surfacing	500	TN		
0079	R-90 (90#) Riprap	1500	TN		
0080	R-200 (200#) Riprap	2000	TN		
0081	R-400 (400#) Riprap	1000	TN		
0082	R-650 (650#) Riprap	1000	TN		
0083	Grout	50	CY		
0084	Turfing	10	AC		

AREA IV (State of Kentucky)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0085	Mobilization and Demobilization	1	JB		
0086	Remobilization	25	MI		
0087	Clearing	10	AC		
0088	Grubbing	5	AC		
0089	Excavation	5000	CY		
0090	Geotextile (Filter Fabric)	250	SQ		
0091	Corrugated Metal Pipe, 24-inch	260	LF		
0092	Corrugated Metal Pipe, 36-inch	360	LF		
0093	Corrugated Metal Pipe, 48-inch	360	LF		
0094	Corrugated Metal Pipe, 60-inch	360	LF		
0095	Flared End Section, 24-inch	3	EA		
0096	Flared End Section, 36-inch	3	EA		
0097	Flared End Section, 48-inch	3	EA		
0098	Flared End Section, 60-inch	3	EA		
0099	Flapgate, 24-inch	3	EA		
0100	Flapgate, 36-inch	3	EA		
0101	Flapgate, 48-inch	3	EA		
0102	Flapgate, 60-inch	3	EA		
0103	Filter Material	750	TN		
0104	Semi-compacted Backfill	4000	CY		
0105	Compacted Backfill	1000	CY		
0106	Aggregate Surfacing	500	TN		
0107	R-90 (90#) Riprap	1500	TN		
0108	R-200 (200#) Riprap	2000	TN		
0109	R-400 (400#) Riprap	1000	TN		
0110	R-650 (650#) Riprap	1000	TN		
0111	Grout	50	CY		
0112	Turfing	10	AC		

AREA V (State of Tennessee)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0113	Mobilization and Demobilization	1	JB		
0114	Remobilization	25	MI		
0115	Clearing	10	AC		
0116	Grubbing	5	AC		
0117	Excavation	5000	CY		
0118	Geotextile (Filter Fabric)	250	SQ		
0119	Corrugated Metal Pipe, 24-inch	260	LF		
0120	Corrugated Metal Pipe, 36-inch	360	LF		
0121	Corrugated Metal Pipe, 48-inch	360	LF		
0122	Corrugated Metal Pipe, 60-inch	360	LF		
0123	Flared End Section, 24-inch	3	EA		
0124	Flared End Section, 36-inch	3	EA		
0125	Flared End Section, 48-inch	3	EA		
0126	Flared End Section, 60-inch	3	EA		
0127	Flapgate, 24-inch	3	EA		
0128	Flapgate, 36-inch	3	EA		
0129	Flapgate, 48-inch	3	EA		
0130	Flapgate, 60-inch	3	EA		
0131	Filter Material	750	TN		
0132	Semi-compacted Backfill	4000	CY		
0133	Compacted Backfill	1000	CY		
0134	Aggregate Surfacing	500	TN		
0135	R-90 (90#) Riprap	1500	TN		
0136	R-200 (200#) Riprap	2000	TN		
0137	R-400 (400#) Riprap	1000	TN		
0138	R-650 (650#) Riprap	1000	TN		
0139	Grout	50	CY		
0140	Turfing	10	AC		

AREA VI (State of Mississippi)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0141	Mobilization and Demobilization	1	JB		
0142	Remobilization	25	MI		
0143	Clearing	10	AC		
0144	Grubbing	5	AC		
0145	Excavation	5000	CY		
0146	Geotextile (Filter Fabric)	250	SQ		
0147	Corrugated Metal Pipe, 24-inch	260	LF		
0148	Corrugated Metal Pipe, 36-inch	360	LF		
0149	Corrugated Metal Pipe, 48-inch	360	LF		
0150	Corrugated Metal Pipe, 60-inch	360	LF		
0151	Flared End Section, 24-inch	3	EA		
0152	Flared End Section, 36-inch	3	EA		
0153	Flared End Section, 48-inch	3	EA		
0154	Flared End Section, 60-inch	3	EA		
0155	Flapgate, 24-inch	3	EA		
0156	Flapgate, 36-inch	3	EA		
0157	Flapgate, 48-inch	3	EA		
0158	Flapgate, 60-inch	3	EA		
0159	Filter Material	750	TN		
0160	Semi-compacted Backfill	4000	CY		
0161	Compacted Backfill	1000	CY		
0162	Aggregate Surfacing	500	TN		
0163	R-90 (90#) Riprap	1500	TN		
0164	R-200 (200#) Riprap	2000	TN		
0165	R-400 (400#) Riprap	1000	TN		
0166	R-650 (650#) Riprap	1000	TN		
0167	Grout	50	CY		
0168	Turfing	10	AC		

SCHEDULE A – BASIC YEAR – TOTAL
ITEMS 0001 THRU 0168 (AREAS I thru VI) $ _____.__

SCHEDULE B – OPTION YEAR 1

AREA I (State of Illinois)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0169	Mobilization and Demobilization	1	JB		
0170	Remobilization	25	MI		
0171	Clearing	10	AC		
0172	Grubbing	5	AC		
0173	Excavation	5000	CY		
0174	Geotextile (Filter Fabric)	250	SQ		
0175	Corrugated Metal Pipe, 24-inch	260	LF		
0176	Corrugated Metal Pipe, 36-inch	360	LF		
0177	Corrugated Metal Pipe, 48-inch	360	LF		
0178	Corrugated Metal Pipe, 60-inch	360	LF		
0179	Flared End Section, 24-inch	3	EA		
0180	Flared End Section, 36-inch	3	EA		
0181	Flared End Section, 48-inch	3	EA		
0182	Flared End Section, 60-inch	3	EA		
0183	Flapgate, 24-inch	3	EA		
0184	Flapgate, 36-inch	3	EA		
0185	Flapgate, 48-inch	3	EA		
0186	Flapgate, 60-inch	3	EA		
0187	Filter Material	750	TN		
0188	Semi-compacted Backfill	4000	CY		
0189	Compacted Backfill	1000	CY		
0190	Aggregate Surfacing	500	TN		
0191	R-90 (90#) Riprap	1500	TN		
0192	R-200 (200#) Riprap	2000	TN		
0193	R-400 (400#) Riprap	1000	TN		
0194	R-650 (650#) Riprap	1000	TN		
0195	Grout	50	CY		
0196	Turfing	10	AC		

AREA II (State of Missouri)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0197	Mobilization and Demobilization	1	JB		
0198	Remobilization	25	MI		
0199	Clearing	10	AC		
0200	Grubbing	5	AC		
0201	Excavation	5000	CY		
0202	Geotextile (Filter Fabric)	250	SQ		
0203	Corrugated Metal Pipe, 24-inch	260	LF		
0204	Corrugated Metal Pipe, 36-inch	360	LF		
0205	Corrugated Metal Pipe, 48-inch	360	LF		
0206	Corrugated Metal Pipe, 60-inch	360	LF		
0207	Flared End Section, 24-inch	3	EA		
0208	Flared End Section, 36-inch	3	EA		
0209	Flared End Section, 48-inch	3	EA		
0210	Flared End Section, 60-inch	3	EA		
0211	Flapgate, 24-inch	3	EA		
0212	Flapgate, 36-inch	3	EA		
0213	Flapgate, 48-inch	3	EA		
0214	Flapgate, 60-inch	3	EA		
0215	Filter Material	750	TN		
0216	Semi-compacted Backfill	4000	CY		
0217	Compacted Backfill	1000	CY		
0218	Aggregate Surfacing	500	TN		
0219	R-90 (90#) Riprap	1500	TN		
0220	R-200 (200#) Riprap	2000	TN		
0221	R-400 (400#) Riprap	1000	TN		
0222	R-650 (650#) Riprap	1000	TN		
0223	Grout	50	CY		
0224	Turfing	10	AC		

AREA III (State of Arkansas)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0225	Mobilization and Demobilization	1	JB		
0226	Remobilization	25	MI		
0227	Clearing	10	AC		
0228	Grubbing	5	AC		
0229	Excavation	5000	CY		
0230	Geotextile (Filter Fabric)	250	SQ		
0231	Corrugated Metal Pipe, 24-inch	260	LF		
0232	Corrugated Metal Pipe, 36-inch	360	LF		
0233	Corrugated Metal Pipe, 48-inch	360	LF		
0234	Corrugated Metal Pipe, 60-inch	360	LF		
0235	Flared End Section, 24-inch	3	EA		
0236	Flared End Section, 36-inch	3	EA		
0237	Flared End Section, 48-inch	3	EA		
0238	Flared End Section, 60-inch	3	EA		
0239	Flapgate, 24-inch	3	EA		
0240	Flapgate, 36-inch	3	EA		
0241	Flapgate, 48-inch	3	EA		
0242	Flapgate, 60-inch	3	EA		
0243	Filter Material	750	TN		
0244	Semi-compacted Backfill	4000	CY		
0245	Compacted Backfill	1000	CY		
0246	Aggregate Surfacing	500	TN		
0247	R-90 (90#) Riprap	1500	TN		
0248	R-200 (200#) Riprap	2000	TN		
0249	R-400 (400#) Riprap	1000	TN		
0250	R-650 (650#) Riprap	1000	TN		
0251	Grout	50	CY		
0252	Turfing	10	AC		

AREA IV (State of Kentucky)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0253	Mobilization and Demobilization	1	JB		
0254	Remobilization	25	MI		
0255	Clearing	10	AC		
0256	Grubbing	5	AC		
0257	Excavation	5000	CY		
0258	Geotextile (Filter Fabric)	250	SQ		
0259	Corrugated Metal Pipe, 24-inch	260	LF		
0260	Corrugated Metal Pipe, 36-inch	360	LF		
0261	Corrugated Metal Pipe, 48-inch	360	LF		
0262	Corrugated Metal Pipe, 60-inch	360	LF		
0263	Flared End Section, 24-inch	3	EA		
0264	Flared End Section, 36-inch	3	EA		
0265	Flared End Section, 48-inch	3	EA		
0266	Flared End Section, 60-inch	3	EA		
0267	Flapgate, 24-inch	3	EA		
0268	Flapgate, 36-inch	3	EA		
0269	Flapgate, 48-inch	3	EA		
0270	Flapgate, 60-inch	3	EA		
0271	Filter Material	750	TN		
0272	Semi-compacted Backfill	4000	CY		
0273	Compacted Backfill	1000	CY		
0274	Aggregate Surfacing	500	TN		
0275	R-90 (90#) Riprap	1500	TN		
0276	R-200 (200#) Riprap	2000	TN		
0277	R-400 (400#) Riprap	1000	TN		
0278	R-650 (650#) Riprap	1000	TN		
0279	Grout	50	CY		
0280	Turfing	10	AC		

AREA V (State of Tennessee)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0281	Mobilization and Demobilization	1	JB		
0282	Remobilization	25	MI		
0283	Clearing	10	AC		
0284	Grubbing	5	AC		
0285	Excavation	5000	CY		
0286	Geotextile (Filter Fabric)	250	SQ		
0287	Corrugated Metal Pipe, 24-inch	260	LF		
0288	Corrugated Metal Pipe, 36-inch	360	LF		
0289	Corrugated Metal Pipe, 48-inch	360	LF		
0290	Corrugated Metal Pipe, 60-inch	360	LF		
0291	Flared End Section, 24-inch	3	EA		
0292	Flared End Section, 36-inch	3	EA		
0293	Flared End Section, 48-inch	3	EA		
0294	Flared End Section, 60-inch	3	EA		
0295	Flapgate, 24-inch	3	EA		
0296	Flapgate, 36-inch	3	EA		
0297	Flapgate, 48-inch	3	EA		
0298	Flapgate, 60-inch	3	EA		
0299	Filter Material	750	TN		
0300	Semi-compacted Backfill	4000	CY		
0301	Compacted Backfill	1000	CY		
0302	Aggregate Surfacing	500	TN		
0303	R-90 (90#) Riprap	1500	TN		
0304	R-200 (200#) Riprap	2000	TN		
0305	R-400 (400#) Riprap	1000	TN		
0306	R-650 (650#) Riprap	1000	TN		
0307	Grout	50	CY		
0308	Turfing	10	AC		

AREA VI (State of Mississippi)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0309	Mobilization and Demobilization	1	JB		
0310	Remobilization	25	MI		
0311	Clearing	10	AC		
0312	Grubbing	5	AC		
0313	Excavation	5000	CY		
0314	Geotextile (Filter Fabric)	250	SQ		
0315	Corrugated Metal Pipe, 24-inch	260	LF		
0316	Corrugated Metal Pipe, 36-inch	360	LF		
0317	Corrugated Metal Pipe, 48-inch	360	LF		
0318	Corrugated Metal Pipe, 60-inch	360	LF		
0319	Flared End Section, 24-inch	3	EA		
0320	Flared End Section, 36-inch	3	EA		
0321	Flared End Section, 48-inch	3	EA		
0311	Flared End Section, 60-inch	3	EA		
0323	Flapgate, 24-inch	3	EA		
0324	Flapgate, 36-inch	3	EA		
0325	Flapgate, 48-inch	3	EA		
0326	Flapgate, 60-inch	3	EA		
0327	Filter Material	750	TN		
0328	Semi-compacted Backfill	4000	CY		
0329	Compacted Backfill	1000	CY		
0330	Aggregate Surfacing	500	TN		
0331	R-90 (90#) Riprap	1500	TN		
0332	R-200 (200#) Riprap	2000	TN		
0333	R-400 (400#) Riprap	1000	TN		
0334	R-650 (650#) Riprap	1000	TN		
0335	Grout	50	CY		
0336	Turfing	10	AC		

SCHEDULE B – OPTION YEAR 1 – TOTAL
ITEMS 0169 THRU 0336 (AREAS I thru VI) $ _____.__

SCHEDULE C – OPTION YEAR 2

AREA I (State of Illinois)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0337	Mobilization and Demobilization	1	JB		
0338	Remobilization	25	MI		
0339	Clearing	10	AC		
0340	Grubbing	5	AC		
0341	Excavation	5000	CY		
0342	Geotextile (Filter Fabric)	250	SQ		
0343	Corrugated Metal Pipe, 24-inch	260	LF		
0344	Corrugated Metal Pipe, 36-inch	360	LF		
0345	Corrugated Metal Pipe, 48-inch	360	LF		
0346	Corrugated Metal Pipe, 60-inch	360	LF		
0347	Flared End Section, 24-inch	3	EA		
0348	Flared End Section, 36-inch	3	EA		
0349	Flared End Section, 48-inch	3	EA		
0350	Flared End Section, 60-inch	3	EA		
0351	Flapgate, 24-inch	3	EA		
0352	Flapgate, 36-inch	3	EA		
0353	Flapgate, 48-inch	3	EA		
0354	Flapgate, 60-inch	3	EA		
0355	Filter Material	750	TN		
0356	Semi-compacted Backfill	4000	CY		
0357	Compacted Backfill	1000	CY		
0358	Aggregate Surfacing	500	TN		
0359	R-90 (90#) Riprap	1500	TN		
0360	R-200 (200#) Riprap	2000	TN		
0361	R-400 (400#) Riprap	1000	TN		
0362	R-650 (650#) Riprap	1000	TN		
0363	Grout	50	CY		
0364	Turfing	10	AC		

AREA II (State of Missouri)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0365	Mobilization and Demobilization	1	JB		
0366	Remobilization	25	MI		
0367	Clearing	10	AC		
0368	Grubbing	5	AC		
0369	Excavation	5000	CY		
0370	Geotextile (Filter Fabric)	250	SQ		
0371	Corrugated Metal Pipe, 24-inch	260	LF		
0372	Corrugated Metal Pipe, 36-inch	360	LF		
0373	Corrugated Metal Pipe, 48-inch	360	LF		
0374	Corrugated Metal Pipe, 60-inch	360	LF		
0375	Flared End Section, 24-inch	3	EA		
0376	Flared End Section, 36-inch	3	EA		
0377	Flared End Section, 48-inch	3	EA		
0378	Flared End Section, 60-inch	3	EA		
0379	Flapgate, 24-inch	3	EA		
0380	Flapgate, 36-inch	3	EA		
0381	Flapgate, 48-inch	3	EA		
0382	Flapgate, 60-inch	3	EA		
0383	Filter Material	750	TN		
0384	Semi-compacted Backfill	4000	CY		
0385	Compacted Backfill	1000	CY		
0386	Aggregate Surfacing	500	TN		
0387	R-90 (90#) Riprap	1500	TN		
0388	R-200 (200#) Riprap	2000	TN		
0389	R-400 (400#) Riprap	1000	TN		
0390	R-650 (650#) Riprap	1000	TN		
0391	Grout	50	CY		
0392	Turfing	10	AC		

AREA III (State of Arkansas)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0393	Mobilization and Demobilization	1	JB		
0394	Remobilization	25	MI		
0395	Clearing	10	AC		
0396	Grubbing	5	AC		
0397	Excavation	5000	CY		
0398	Geotextile (Filter Fabric)	250	SQ		
0399	Corrugated Metal Pipe, 24-inch	260	LF		
0400	Corrugated Metal Pipe, 36-inch	360	LF		
0401	Corrugated Metal Pipe, 48-inch	360	LF		
0402	Corrugated Metal Pipe, 60-inch	360	LF		
0403	Flared End Section, 24-inch	3	EA		
0404	Flared End Section, 36-inch	3	EA		
0405	Flared End Section, 48-inch	3	EA		
0406	Flared End Section, 60-inch	3	EA		
0407	Flapgate, 24-inch	3	EA		
0408	Flapgate, 36-inch	3	EA		
0409	Flapgate, 48-inch	3	EA		
0410	Flapgate, 60-inch	3	EA		
0411	Filter Material	750	TN		
0412	Semi-compacted Backfill	4000	CY		
0413	Compacted Backfill	1000	CY		
0414	Aggregate Surfacing	500	TN		
0415	R-90 (90#) Riprap	1500	TN		
0416	R-200 (200#) Riprap	2000	TN		
0417	R-400 (400#) Riprap	1000	TN		
0418	R-650 (650#) Riprap	1000	TN		
0419	Grout	50	CY		
0420	Turfing	10	AC		

AREA IV (State of Kentucky)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0421	Mobilization and Demobilization	1	JB		
0422	Remobilization	25	MI		
0423	Clearing	10	AC		
0424	Grubbing	5	AC		
0425	Excavation	5000	CY		
0426	Geotextile (Filter Fabric)	250	SQ		
0427	Corrugated Metal Pipe, 24-inch	260	LF		
0428	Corrugated Metal Pipe, 36-inch	360	LF		
0429	Corrugated Metal Pipe, 48-inch	360	LF		
0430	Corrugated Metal Pipe, 60-inch	360	LF		
0431	Flared End Section, 24-inch	3	EA		
0432	Flared End Section, 36-inch	3	EA		
0433	Flared End Section, 48-inch	3	EA		
0434	Flared End Section, 60-inch	3	EA		
0435	Flapgate, 24-inch	3	EA		
0436	Flapgate, 36-inch	3	EA		
0437	Flapgate, 48-inch	3	EA		
0438	Flapgate, 60-inch	3	EA		
0439	Filter Material	750	TN		
0440	Semi-compacted Backfill	4000	CY		
0441	Compacted Backfill	1000	CY		
0442	Aggregate Surfacing	500	TN		
0443	R-90 (90#) Riprap	1500	TN		
0444	R-200 (200#) Riprap	2000	TN		
0445	R-400 (400#) Riprap	1000	TN		
0446	R-650 (650#) Riprap	1000	TN		
0447	Grout	50	CY		
0448	Turfing	10	AC		

AREA V (State of Tennessee)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0449	Mobilization and Demobilization	1	JB		
0450	Remobilization	25	MI		
0451	Clearing	10	AC		
0452	Grubbing	5	AC		
0453	Excavation	5000	CY		
0454	Geotextile (Filter Fabric)	250	SQ		
0455	Corrugated Metal Pipe, 24-inch	260	LF		
0456	Corrugated Metal Pipe, 36-inch	360	LF		
0457	Corrugated Metal Pipe, 48-inch	360	LF		
0458	Corrugated Metal Pipe, 60-inch	360	LF		
0459	Flared End Section, 24-inch	3	EA		
0460	Flared End Section, 36-inch	3	EA		
0461	Flared End Section, 48-inch	3	EA		
0462	Flared End Section, 60-inch	3	EA		
0463	Flapgate, 24-inch	3	EA		
0464	Flapgate, 36-inch	3	EA		
0465	Flapgate, 48-inch	3	EA		
0466	Flapgate, 60-inch	3	EA		
0467	Filter Material	750	TN		
0468	Semi-compacted Backfill	4000	CY		
0469	Compacted Backfill	1000	CY		
0470	Aggregate Surfacing	500	TN		
0471	R-90 (90#) Riprap	1500	TN		
0472	R-200 (200#) Riprap	2000	TN		
0473	R-400 (400#) Riprap	1000	TN		
0474	R-650 (650#) Riprap	1000	TN		
0475	Grout	50	CY		
0476	Turfing	10	AC		

AREA VI (State of Mississippi)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0477	Mobilization and Demobilization	1	JB		
0478	Remobilization	25	MI		
0479	Clearing	10	AC		
0480	Grubbing	5	AC		
0481	Excavation	5000	CY		
0482	Geotextile (Filter Fabric)	250	SQ		
0483	Corrugated Metal Pipe, 24-inch	260	LF		
0484	Corrugated Metal Pipe, 36-inch	360	LF		
0485	Corrugated Metal Pipe, 48-inch	360	LF		
0486	Corrugated Metal Pipe, 60-inch	360	LF		
0487	Flared End Section, 24-inch	3	EA		
0488	Flared End Section, 36-inch	3	EA		
0489	Flared End Section, 48-inch	3	EA		
0490	Flared End Section, 60-inch	3	EA		
0491	Flapgate, 24-inch	3	EA		
0492	Flapgate, 36-inch	3	EA		
0493	Flapgate, 48-inch	3	EA		
0494	Flapgate, 60-inch	3	EA		
0495	Filter Material	750	TN		
0496	Semi-compacted Backfill	4000	CY		
0497	Compacted Backfill	1000	CY		
0498	Aggregate Surfacing	500	TN		
0499	R-90 (90#) Riprap	1500	TN		
0500	R-200 (200#) Riprap	2000	TN		
0501	R-400 (400#) Riprap	1000	TN		
0502	R-650 (650#) Riprap	1000	TN		
0503	Grout	50	CY		
0504	Turfing	10	AC		

SCHEDULE C – OPTION YEAR 2 – TOTAL
ITEMS 0337 THRU 0504 (AREAS I thru VI) $ _____.__

SCHEDULE D – OPTION YEAR 3

AREA I (State of Illinois)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0505	Mobilization and Demobilization	1	JB		
0506	Remobilization	25	MI		
0507	Clearing	10	AC		
0508	Grubbing	5	AC		
0509	Excavation	5000	CY		
0510	Geotextile (Filter Fabric)	250	SQ		
0511	Corrugated Metal Pipe, 24-inch	260	LF		
0512	Corrugated Metal Pipe, 36-inch	360	LF		
0513	Corrugated Metal Pipe, 48-inch	360	LF		
0514	Corrugated Metal Pipe, 60-inch	360	LF		
0515	Flared End Section, 24-inch	3	EA		
0516	Flared End Section, 36-inch	3	EA		
0517	Flared End Section, 48-inch	3	EA		
0518	Flared End Section, 60-inch	3	EA		
0519	Flapgate, 24-inch	3	EA		
0520	Flapgate, 36-inch	3	EA		
0521	Flapgate, 48-inch	3	EA		
0522	Flapgate, 60-inch	3	EA		
0523	Filter Material	750	TN		
0524	Semi-compacted Backfill	4000	CY		
0525	Compacted Backfill	1000	CY		
0526	Aggregate Surfacing	500	TN		
0527	R-90 (90#) Riprap	1500	TN		
0528	R-200 (200#) Riprap	2000	TN		
0529	R-400 (400#) Riprap	1000	TN		
0530	R-650 (650#) Riprap	1000	TN		
0531	Grout	50	CY		
0532	Turfing	10	AC		

AREA II (State of Missouri)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0533	Mobilization and Demobilization	1	JB		
0534	Remobilization	25	MI		
0535	Clearing	10	AC		
0536	Grubbing	5	AC		
0537	Excavation	5000	CY		
0538	Geotextile (Filter Fabric)	250	SQ		
0539	Corrugated Metal Pipe, 24-inch	260	LF		
0540	Corrugated Metal Pipe, 36-inch	360	LF		
0541	Corrugated Metal Pipe, 48-inch	360	LF		
0542	Corrugated Metal Pipe, 60-inch	360	LF		
0543	Flared End Section, 24-inch	3	EA		
0544	Flared End Section, 36-inch	3	EA		
0545	Flared End Section, 48-inch	3	EA		
0546	Flared End Section, 60-inch	3	EA		
0547	Flapgate, 24-inch	3	EA		
0548	Flapgate, 36-inch	3	EA		
0549	Flapgate, 48-inch	3	EA		
0550	Flapgate, 60-inch	3	EA		
0551	Filter Material	750	TN		
0552	Semi-compacted Backfill	4000	CY		
0553	Compacted Backfill	1000	CY		
0554	Aggregate Surfacing	500	TN		
0555	R-90 (90#) Riprap	1500	TN		
0556	R-200 (200#) Riprap	2000	TN		
0557	R-400 (400#) Riprap	1000	TN		
0558	R-650 (650#) Riprap	1000	TN		
0559	Grout	50	CY		
0560	Turfing	10	AC		

AREA III (State of Arkansas)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0561	Mobilization and Demobilization	1	JB		
0562	Remobilization	25	MI		
0563	Clearing	10	AC		
0564	Grubbing	5	AC		
0565	Excavation	5000	CY		
0566	Geotextile (Filter Fabric)	250	SQ		
0567	Corrugated Metal Pipe, 24-inch	260	LF		
0568	Corrugated Metal Pipe, 36-inch	360	LF		
0569	Corrugated Metal Pipe, 48-inch	360	LF		
0570	Corrugated Metal Pipe, 60-inch	360	LF		
0571	Flared End Section, 24-inch	3	EA		
0572	Flared End Section, 36-inch	3	EA		
0573	Flared End Section, 48-inch	3	EA		
0574	Flared End Section, 60-inch	3	EA		
0575	Flapgate, 24-inch	3	EA		
0576	Flapgate, 36-inch	3	EA		
0577	Flapgate, 48-inch	3	EA		
0578	Flapgate, 60-inch	3	EA		
0579	Filter Material	750	TN		
0580	Semi-compacted Backfill	4000	CY		
0581	Compacted Backfill	1000	CY		
0582	Aggregate Surfacing	500	TN		
0583	R-90 (90#) Riprap	1500	TN		
0584	R-200 (200#) Riprap	2000	TN		
0585	R-400 (400#) Riprap	1000	TN		
0586	R-650 (650#) Riprap	1000	TN		
0587	Grout	50	CY		
0588	Turfing	10	AC		

AREA IV (State of Kentucky)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0589	Mobilization and Demobilization	1	JB		
0590	Remobilization	25	MI		
0591	Clearing	10	AC		
0592	Grubbing	5	AC		
0593	Excavation	5000	CY		
0594	Geotextile (Filter Fabric)	250	SQ		
0595	Corrugated Metal Pipe, 24-inch	260	LF		
0596	Corrugated Metal Pipe, 36-inch	360	LF		
0597	Corrugated Metal Pipe, 48-inch	360	LF		
0598	Corrugated Metal Pipe, 60-inch	360	LF		
0599	Flared End Section, 24-inch	3	EA		
0600	Flared End Section, 36-inch	3	EA		
0601	Flared End Section, 48-inch	3	EA		
0602	Flared End Section, 60-inch	3	EA		
0603	Flapgate, 24-inch	3	EA		
0604	Flapgate, 36-inch	3	EA		
0605	Flapgate, 48-inch	3	EA		
0606	Flapgate, 60-inch	3	EA		
0607	Filter Material	750	TN		
0608	Semi-compacted Backfill	4000	CY		
0609	Compacted Backfill	1000	CY		
0610	Aggregate Surfacing	500	TN		
0611	R-90 (90#) Riprap	1500	TN		
0612	R-200 (200#) Riprap	2000	TN		
0613	R-400 (400#) Riprap	1000	TN		
0614	R-650 (650#) Riprap	1000	TN		
0615	Grout	50	CY		
0616	Turfing	10	AC		

AREA V (State of Tennessee)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0617	Mobilization and Demobilization	1	JB		
0618	Remobilization	25	MI		
0619	Clearing	10	AC		
0620	Grubbing	5	AC		
0621	Excavation	5000	CY		
0622	Geotextile (Filter Fabric)	250	SQ		
0623	Corrugated Metal Pipe, 24-inch	260	LF		
0624	Corrugated Metal Pipe, 36-inch	360	LF		
0625	Corrugated Metal Pipe, 48-inch	360	LF		
0626	Corrugated Metal Pipe, 60-inch	360	LF		
0627	Flared End Section, 24-inch	3	EA		
0628	Flared End Section, 36-inch	3	EA		
0629	Flared End Section, 48-inch	3	EA		
0630	Flared End Section, 60-inch	3	EA		
0631	Flapgate, 24-inch	3	EA		
0632	Flapgate, 36-inch	3	EA		
0633	Flapgate, 48-inch	3	EA		
0634	Flapgate, 60-inch	3	EA		
0635	Filter Material	750	TN		
0636	Semi-compacted Backfill	4000	CY		
0637	Compacted Backfill	1000	CY		
0638	Aggregate Surfacing	500	TN		
0639	R-90 (90#) Riprap	1500	TN		
0640	R-200 (200#) Riprap	2000	TN		
0641	R-400 (400#) Riprap	1000	TN		
0642	R-650 (650#) Riprap	1000	TN		
0643	Grout	50	CY		
0644	Turfing	10	AC		

AREA VI (State of Mississippi)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0645	Mobilization and Demobilization	1	JB		
0646	Remobilization	25	MI		
0647	Clearing	10	AC		
0648	Grubbing	5	AC		
0649	Excavation	5000	CY		
0650	Geotextile (Filter Fabric)	250	SQ		
0651	Corrugated Metal Pipe, 24-inch	260	LF		
0652	Corrugated Metal Pipe, 36-inch	360	LF		
0653	Corrugated Metal Pipe, 48-inch	360	LF		
0654	Corrugated Metal Pipe, 60-inch	360	LF		
0655	Flared End Section, 24-inch	3	EA		
0656	Flared End Section, 36-inch	3	EA		
0657	Flared End Section, 48-inch	3	EA		
0658	Flared End Section, 60-inch	3	EA		
0659	Flapgate, 24-inch	3	EA		
0660	Flapgate, 36-inch	3	EA		
0661	Flapgate, 48-inch	3	EA		
0662	Flapgate, 60-inch	3	EA		
0663	Filter Material	750	TN		
0664	Semi-compacted Backfill	4000	CY		
0665	Compacted Backfill	1000	CY		
0666	Aggregate Surfacing	500	TN		
0667	R-90 (90#) Riprap	1500	TN		
0668	R-200 (200#) Riprap	2000	TN		
0669	R-400 (400#) Riprap	1000	TN		
0670	R-650 (650#) Riprap	1000	TN		
0671	Grout	50	CY		
0672	Turfing	10	AC		

SCHEDULE D – OPTION YEAR 3 – TOTAL
ITEMS 0505 THRU 0672 (AREAS I thru VI) $ _____.__

SCHEDULE E – OPTION YEAR 4

AREA I (State of Illinois)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0673	Mobilization and Demobilization	1	JB		
0674	Remobilization	25	MI		
0675	Clearing	10	AC		
0676	Grubbing	5	AC		
0677	Excavation	5000	CY		
0678	Geotextile (Filter Fabric)	250	SQ		
0679	Corrugated Metal Pipe, 24-inch	260	LF		
0680	Corrugated Metal Pipe, 36-inch	360	LF		
0681	Corrugated Metal Pipe, 48-inch	360	LF		
0682	Corrugated Metal Pipe, 60-inch	360	LF		
0683	Flared End Section, 24-inch	3	EA		
0684	Flared End Section, 36-inch	3	EA		
0685	Flared End Section, 48-inch	3	EA		
0686	Flared End Section, 60-inch	3	EA		
0687	Flapgate, 24-inch	3	EA		
0688	Flapgate, 36-inch	3	EA		
0689	Flapgate, 48-inch	3	EA		
0690	Flapgate, 60-inch	3	EA		
0691	Filter Material	750	TN		
0692	Semi-compacted Backfill	4000	CY		
0693	Compacted Backfill	1000	CY		
0694	Aggregate Surfacing	500	TN		
0695	R-90 (90#) Riprap	1500	TN		
0696	R-200 (200#) Riprap	2000	TN		
0697	R-400 (400#) Riprap	1000	TN		
0698	R-650 (650#) Riprap	1000	TN		
0699	Grout	50	CY		
0700	Turfing	10	AC		

AREA II (State of Missouri)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0701	Mobilization and Demobilization	1	JB		
0702	Remobilization	25	MI		
0703	Clearing	10	AC		
0704	Grubbing	5	AC		
0705	Excavation	5000	CY		
0706	Geotextile (Filter Fabric)	250	SQ		
0707	Corrugated Metal Pipe, 24-inch	260	LF		
0708	Corrugated Metal Pipe, 36-inch	360	LF		
0709	Corrugated Metal Pipe, 48-inch	360	LF		
0710	Corrugated Metal Pipe, 60-inch	360	LF		
0711	Flared End Section, 24-inch	3	EA		
0712	Flared End Section, 36-inch	3	EA		
0713	Flared End Section, 48-inch	3	EA		
0714	Flared End Section, 60-inch	3	EA		
0715	Flapgate, 24-inch	3	EA		
0716	Flapgate, 36-inch	3	EA		
0717	Flapgate, 48-inch	3	EA		
0718	Flapgate, 60-inch	3	EA		
0719	Filter Material	750	TN		
0720	Semi-compacted Backfill	4000	CY		
0721	Compacted Backfill	1000	CY		
0722	Aggregate Surfacing	500	TN		
0723	R-90 (90#) Riprap	1500	TN		
0724	R-200 (200#) Riprap	2000	TN		
0725	R-400 (400#) Riprap	1000	TN		
0726	R-650 (650#) Riprap	1000	TN		
0727	Grout	50	CY		
0728	Turfing	10	AC		

AREA III (State of Arkansas)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0729	Mobilization and Demobilization	1	JB		
0730	Remobilization	25	MI		
0731	Clearing	10	AC		
0732	Grubbing	5	AC		
0733	Excavation	5000	CY		
0734	Geotextile (Filter Fabric)	250	SQ		
0735	Corrugated Metal Pipe, 24-inch	260	LF		
0736	Corrugated Metal Pipe, 36-inch	360	LF		
0737	Corrugated Metal Pipe, 48-inch	360	LF		
0738	Corrugated Metal Pipe, 60-inch	360	LF		
0739	Flared End Section, 24-inch	3	EA		
0740	Flared End Section, 36-inch	3	EA		
0741	Flared End Section, 48-inch	3	EA		
0742	Flared End Section, 60-inch	3	EA		
0743	Flapgate, 24-inch	3	EA		
0744	Flapgate, 36-inch	3	EA		
0745	Flapgate, 48-inch	3	EA		
0746	Flapgate, 60-inch	3	EA		
0747	Filter Material	750	TN		
0748	Semi-compacted Backfill	4000	CY		
0749	Compacted Backfill	1000	CY		
0750	Aggregate Surfacing	500	TN		
0751	R-90 (90#) Riprap	1500	TN		
0752	R-200 (200#) Riprap	2000	TN		
0753	R-400 (400#) Riprap	1000	TN		
0754	R-650 (650#) Riprap	1000	TN		
0755	Grout	50	CY		
0756	Turfing	10	AC		

AREA IV (State of Kentucky)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0757	Mobilization and Demobilization	1	JB		
0758	Remobilization	25	MI		
0759	Clearing	10	AC		
0760	Grubbing	5	AC		
0761	Excavation	5000	CY		
0762	Geotextile (Filter Fabric)	250	SQ		
0763	Corrugated Metal Pipe, 24-inch	260	LF		
0764	Corrugated Metal Pipe, 36-inch	360	LF		
0765	Corrugated Metal Pipe, 48-inch	360	LF		
0766	Corrugated Metal Pipe, 60-inch	360	LF		
0767	Flared End Section, 24-inch	3	EA		
0768	Flared End Section, 36-inch	3	EA		
0769	Flared End Section, 48-inch	3	EA		
0770	Flared End Section, 60-inch	3	EA		
0771	Flapgate, 24-inch	3	EA		
0772	Flapgate, 36-inch	3	EA		
0773	Flapgate, 48-inch	3	EA		
0774	Flapgate, 60-inch	3	EA		
0775	Filter Material	750	TN		
0776	Semi-compacted Backfill	4000	CY		
0777	Compacted Backfill	1000	CY		
0778	Aggregate Surfacing	500	TN		
0779	R-90 (90#) Riprap	1500	TN		
0780	R-200 (200#) Riprap	2000	TN		
0781	R-400 (400#) Riprap	1000	TN		
0782	R-650 (650#) Riprap	1000	TN		
0783	Grout	50	CY		
0784	Turfing	10	AC		

AREA V (State of Tennessee)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0785	Mobilization and Demobilization	1	JB		
0786	Remobilization	25	MI		
0787	Clearing	10	AC		
0788	Grubbing	5	AC		
0789	Excavation	5000	CY		
0790	Geotextile (Filter Fabric)	250	SQ		
0791	Corrugated Metal Pipe, 24-inch	260	LF		
0792	Corrugated Metal Pipe, 36-inch	360	LF		
0793	Corrugated Metal Pipe, 48-inch	360	LF		
0794	Corrugated Metal Pipe, 60-inch	360	LF		
0795	Flared End Section, 24-inch	3	EA		
0796	Flared End Section, 36-inch	3	EA		
0797	Flared End Section, 48-inch	3	EA		
0798	Flared End Section, 60-inch	3	EA		
0799	Flapgate, 24-inch	3	EA		
0800	Flapgate, 36-inch	3	EA		
0801	Flapgate, 48-inch	3	EA		
0802	Flapgate, 60-inch	3	EA		
0803	Filter Material	750	TN		
0804	Semi-compacted Backfill	4000	CY		
0805	Compacted Backfill	1000	CY		
0806	Aggregate Surfacing	500	TN		
0807	R-90 (90#) Riprap	1500	TN		
0808	R-200 (200#) Riprap	2000	TN		
0809	R-400 (400#) Riprap	1000	TN		
0810	R-650 (650#) Riprap	1000	TN		
0811	Grout	50	CY		
0812	Turfing	10	AC		

AREA VI (State of Mississippi)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0813	Mobilization and Demobilization	1	JB		
0814	Remobilization	25	MI		
0815	Clearing	10	AC		
0816	Grubbing	5	AC		
0817	Excavation	5000	CY		
0818	Geotextile (Filter Fabric)	250	SQ		
0819	Corrugated Metal Pipe, 24-inch	260	LF		
0820	Corrugated Metal Pipe, 36-inch	360	LF		
0821	Corrugated Metal Pipe, 48-inch	360	LF		
0822	Corrugated Metal Pipe, 60-inch	360	LF		
0823	Flared End Section, 24-inch	3	EA		
0824	Flared End Section, 36-inch	3	EA		
0825	Flared End Section, 48-inch	3	EA		
0826	Flared End Section, 60-inch	3	EA		
0827	Flapgate, 24-inch	3	EA		
0828	Flapgate, 36-inch	3	EA		
0829	Flapgate, 48-inch	3	EA		
0830	Flapgate, 60-inch	3	EA		
0831	Filter Material	750	TN		
0832	Semi-compacted Backfill	4000	CY		
0833	Compacted Backfill	1000	CY		
0834	Aggregate Surfacing	500	TN		
0835	R-90 (90#) Riprap	1500	TN		
0836	R-200 (200#) Riprap	2000	TN		
0837	R-400 (400#) Riprap	1000	TN		
0838	R-650 (650#) Riprap	1000	TN		
0839	Grout	50	CY		
0840	Turfing	10	AC		

SCHEDULE D – OPTION YEAR 4 – TOTAL
ITEMS 0673 THRU 0840 (AREAS I thru VI) $ _____.__

GRAND TOTAL FOR MISCELLANEOUS REPAIRS
BASIC YEAR PLUS FIRST YEAR, SECOND YEAR,
THIRD YEAR AND FOURTH YEAR OPTIONS. $ _____.__

* Mobilization and Demobilization will be paid for each TASK ORDER.

Bidders shall furnish unit prices for all items listed on the schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount of such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

All quantities shown on the BIDDING SCHEDULE are estimated quantities except when the unit is shown as "JB".

If a bid or modification to a bid based on unit price is submitted which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to the unit price in the 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 the unit price in the BID SCHEDULE.

Attention is directed to SECTION 00800 – SPECIAL CONTRACT REQUIREMENTS, Paragraph 1.64 entitled "Order Limitations" (Oct 1995), for task order limitations.

Task orders issued shall not exceed a cumulative maximum of $1,500,000.00 per year. The Government obligates itself to obtain no less than $30,000.00 under the basic year contract and no less than $15,000.00 for each option year exercised. There will be no single task order issued for less than $10,000.00 unless a lesser amount is agreed to by both parties.

The maximum total for any one task order under this contract is $1,000,000.00.

The Contract Period for the basic year is 365 days from the date of award. The contract period for each option year will be 365 days from the ending date of the previous contract period.

Task Orders may be issued by mail, or by written telecommunications.

Contracting Officer (CO) shall issue the task orders.

ALL QUANTITIES ARE ESTIMATED AND ARE TO BE USED FOR BID EVALUATION PURPOSES ONLY.

AWARD WILL BE MADE FOR SCHEDULE A, AREAS I THROUGH VI – BASIC YEAR ONLY. (SEE SPECIAL CONTRACT REQUIREMENTS, PARAGRAPH 1.68 , ENTITLED "EVALUATION OF OPTIONS" (JUL 1990)".)

Work areas will pertain to the entire Memphis District. The following is a description of the six areas in the district and this contract. AREA I is the State of Illinois, AREA II is the State of Missouri, AREA III is the State of Arkansas, AREA IV is the State of Kentucky, AREA V is the State of Tennessee and AREA VI is the State of Mississippi.

AWARD WILL BE MADE AS A WHOLE TO ONE BIDDER.

* FOR THE PURPOSE OF THE BID BOND, THE BID GUARANTEE AMOUNT SHALL BE TWENTY (20%) PERCENT OR $3,000,000.00, WHICHEVER IS LESS.

THE PENAL AMOUNT OF THE PERFORMANCE BOND AT THE TIME OF CONTRACT AWARD SHALL BE 100 PERCENT OF THE ORIGINAL CONTRACT PRICE.
THE PENAL AMOUNT OF THE PAYMENT BOND AT THE TIME OF CONTRACT AWARD SHALL BE 100 PERCENT OF THE ORIGINAL CONTRACT PRICE.

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or, 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.

Bidders are cautioned to read Contract Clause entitled “Required Central Contractor Registration: (252.204-7004) located in Section 00700.

Technical POC: Jerry Welch 901/544-3236
jerry.r.welch@mvm01.usace.army.mil

Administrative POC: Carol Seibert 901/544-3353
carol.j.seibert@mvm02.usace.army.mil

PLANT AND EQUIPMENT SCHEDULE

[TO BE ATTACHED TO BID FORM]

AVAILABLE PLANT TO BE USED

*_____

No.	TYPE	CAPACITY	MANUFACTURER	AGE & CONDTION	LOCATION
			*_____		
			*_____		

*PROVIDE SEPARATE TABLE FOR EACH TYPE OF EQUIPMENT SUCH AS CONCRETE PLANT, MATERIAL HANDLING, HAULING, ETC. USE ADDITIONAL PAGE IF NECESSARY.

ENG FORM 1619-R

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)

a. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade		Goals for female participation for each trade
Non-SMSA Counties	16.4	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

c. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

d. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor:

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

e. As used in this Notice, and in the contract resulting from this Solicitation, the “covered area” is Economic Area 111, Little Rock-North Little Rock, AR, as follows:

Non-SMSA Counties.....16.4

AR Arkansas; AR Ashley; AR Bradley; AR Calhoun; AR Chicot; AR Clark,
AR Cleburne, AR Cleveland; AR Conway; AR Dallas; AR Desha, AR Drew;
AR Faulkner; AR Fulton; AR Garland; AR Grant, AR Hot Springs;
AR Independence, AR Izard; AR Jackson; AR Johnson; AR Lincoln;
AR Lonoke; AR Monroe; AR Montgomery; AR Ouachita; AR Perry;
AR Pope, AR Prairie; AR Sharp; AR Stone; AR Union; AR Van Buren;
AR White, AR Woodruff; AR Yell.

(FAR 52.222-23)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)

a. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade		Goals for female participation for each trade
Non-SMSA Counties	5.2	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

c. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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(1) Name, address and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor:

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

e. As used in this Notice, and in the contract resulting from this Solicitation, the “covered area” is Economic Area 056, Paducah, KY, as follows:

Non-SMSA Counties.....5.2

IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway;
KY Carlisle; KY Crittenden; KY Fulton; KY Graves; KY Hickman;
KY Livingston; KY Lyon; KY McCracken; KY Marshall

(FAR 52.222-23)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)

a. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade		Goals for female participation for each trade
Non-SMSA Counties	11.4	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

c. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

d. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor:

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

e. As used in this Notice, and in the contract resulting from this Solicitation, the "covered area" is Economic Area 107, St. Louis, MO, as follows:

Non-SMSA Counties.....11.4

IL Alexander, IL Bond; IL Calhoun, IL Clay, IL Effingham, IL Fayette;
IL Franklin; IL Greene, IL Jackson; IL Jasper; IL Jefferson, IL Jersey;
IL Johnson; IL Macoupin; IL Marion; IL Montgomery; IL Perry,
IL Pulaski; IL Randolph; IL Richland; IL Union; IL Washington;
IL Wayne; IL Williamson; MO Bollinger; MO Butler; MO Cape Girardeau;
MO Carter; MO Crawford; MO Dent; MO Gasconade; MO Iron;
MO Lincoln; MO Madison; MO Maries; MO Mississippi;
MO Montgomery; MO Perry; MO Phelps; MO Reynolds; MO Ripley;
MO St. Francis; MO Ste. Genevieve; MO Scott; MO Stoddard;
MO Warren; MO Washington; MO Wayne

(FAR 52.222-23)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)

a. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade		:	Goals for female participation for each trade
SMSA Counties	32.3	:	
Non-SMSA Counties	26.5	:	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

c. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

d. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor:

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

e. As used in this Notice, and in the contract resulting from this Solicitation, the "covered area" is Economic Area 055, Memphis, TN, as follows:

SMSA Counties:

4920 Memphis, TN-AR-MS----------32.3
AR Crittenden; MS DeSoto, TN Shelby, TN Tipton

Non-SMSA Counties.....26.5

AR Clay; AR Craighead; AR Cross, AR Greene; AR Lawrence; AR Lee,
AR Mississippi; AR Phillips, AR Poinsett; AR Randolph; AR St. Francis;
MS Alcorn; MS Benton; MS Bolivar; MS Clahoun; MS Carroll;
MS Chickasaw; MS Clay; MS Coahoma; MS Grenada; MS Itawamba;
MS Lafayette; MS Lee; MS Leflore; MS Marshall; MS Monroe;
MS Montgomery; MS Panola; MS Pontotoc; MS Prentiss; MS Quitman;
MS Sunflower; MS Tallahatchie; MS Tate; MS Tippah; MS Tishomingo;
MS Union; MS Washington; MS Webster; MS Yalobusha; MO Dunklin;
MO New Madrid; MO Pemiscot, TN Benton; TN Carroll, TN Chester;
TN Crockett; TN Decator; TN Dyer; TN Fayette, TN Gibson; TN Hardeman
TN Hardin; TN Haywood; TN Henderson; TN Henry; TN Lake;
TN Lauderdale; TN McNairy; TN Madison; TN Obion;
TN Weakley.

(FAR 52.222-23)

General Decision Number AR020044

General Decision Number AR020044 Superseded General Decision No. AR010044
State: Arkansas
Construction Type:
HEAVY
SEWER AND WATER LINE
County(ies):

ARKANSAS	GARLAND	OUACHITA
ASHLEY	GRANT	PERRY
BAXTER	GREENE	PHILLIPS
BENTON	HEMPSTEAD	PIKE
BOONE	HOT SPRING	POINSETT
BRADLEY	HOWARD	POLK
CALHOUN	INDEPENDENCE	POPE
CARROLL	IZARD	PRAIRIE
CHICOT	JACKSON	RANDOLPH
CLARK	JOHNSON	SCOTT
CLAY	LAFAYETTE	SEARCY
CLEBURNE	LAWRENCE	SEBASTIAN
CLEVELAND	LEE	SEVIER
COLUMBIA	LINCOLN	SHARP
CONWAY	LITTLE RIVER	ST FRANCIS
CRAIGHEAD	LOGAN	STONE
CRAWFORD	MADISON	UNION
CRITTENDEN	MARION	VAN BUREN
CROSS	MILLER	WASHINGTON
DALLAS	MISSISSIPPI	WHITE
DESHA	MONROE	WOODRUFF
DREW	MONTGOMERY	YELL
FRANKLIN	NEVADA	
FULTON	NEWTON	

HEAVY CONSTRUCTION PROJECTS (Includes Sewer and Water Line Construction Projects)

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

ARKANSAS	GARLAND	OUACHITA
ASHLEY	GRANT	PERRY
BAXTER	GREENE	PHILLIPS
BENTON	HEMPSTEAD	PIKE
BOONE	HOT SPRING	POINSETT
BRADLEY	HOWARD	POLK
CALHOUN	INDEPENDENCE	POPE
CARROLL	IZARD	PRAIRIE
CHICOT	JACKSON	RANDOLPH
CLARK	JOHNSON	SCOTT
CLAY	LAFAYETTE	SEARCY
CLEBURNE	LAWRENCE	SEBASTIAN
CLEVELAND	LEE	SEVIER
COLUMBIA	LINCOLN	SHARP
CONWAY	LITTLE RIVER	ST FRANCIS
CRAIGHEAD	LOGAN	STONE
CRAWFORD	MADISON	UNION

CRITTENDEN	MARION	VAN BUREN
CROSS	MILLER	WASHINGTON
DALLAS	MISSISSIPPI	WHITE
DESHA	MONROE	WOODRUFF
DREW	MONTGOMERY	YELL
FRANKLIN	NEVADA	
FULTON	NEWTON	

SUAR2001B 01/19/1990

	Rates	Fringes
BRICKLAYERS	7.20	
CARPENTERS	7.20	
CONCRETE FINISHERS	7.20	
ELECTRICIANS	8.75	
IRONWORKERS:		
Structural	6.30	
Reinforcing	5.45	
LABORERS:		
Air tool operators	5.15	
Asphalt heater operators	5.15	
Asphalt rakers	5.85	
Chain saw oeprators	5.15	
Checker graders	5.45	
Concrete joint sealers	5.15	
Concrete saw operators	5.15	
Formsetters	5.45	
Laborers	5.15	
Pipelayers	5.45	
Powdermen	6.40	
Vibratormen	5.15	
PAINTERS	6.20	
PILE DRIVER LEADMEN	6.20	
POWER EQUIPMENT OPERATORS:		
Aggregate Spreader operators	5.80	
Asphalt plant firemen	5.15	
Asphalt plantdriver operators	5.15	
Batch plant operators	5.80	
Bulldozer Operators:		
Finish	6.90	
Rough	5.65	
Bull Float operators	5.65	
Concrete curing machine operators	5.65	
Concrete mixer operators:		
Less than 5 sacks	5.15	
5 sacks and over	6.20	
Backhoe Operator - Rubber tired		
(1 yard or less)	6.10	
Cherry picker operators	6.10	
Concrete paver operators	6.70	
Concrete sperader operators	6.70	
Crane, Derrick, Dragline,		
Shovel, Backhoe, Operators		
1-1/2 yards or less	6.70	
over 1-1/2 yards	7.20	
Crusher operators	5.65	
Distributor operators	5.65	
Drill operators (Wagon or		
truck)	5.65	

Elevating Grader operators	6.70
Euclid or like equipment operator (Bottom or end dump)	5.25
Finishing Machine Operators	6.10
Flaggers	5.15
Forkliff operators	5.15
Form grader operators	5.15
Front end loader operators	
Finish	6.70
Rough	5.65
Hdro Seeder operators	5.15
Mechanics	6.90
Motor Patrol Operators:	
Finish	6.90
Rough	5.65
Mulching machine operators	5.15
Oilers and Greasers	5.45
Piledriver operators	6.20
Power broom operators	5.15
Pug mill operators	5.15
Roller Operators (self propelled)	5.25
Scraper Operators:	
Finish	6.90
Rough	5.65
Sod slicing machine operators	5.15
Stabilizer mixing machine operators	5.65
Tractor operators (crawler type)	5.15
Tractor operators (farm and sheel)	5.15
Tractor operators-wheel type (with attach.-1 yd. or under)	5.55
Trenching Machine operators	5.55
STONEMASONS	7.20
TRUCK DRIVERS:	
Distributor truck drivers	5.45
Semi-trailer	5.45
Lowboy drivers	5.65
Transit mix truck drivers	5.45
Truck Drivers (heavy-maximum pay load in excess of 3,000 lbs.)	5.15
Truck Drivers (light-maximum pay load 3,000 lbs.)	5.15
WELL DRILLERS	6.90

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:

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 IL020016

General Decision Number IL020016 Superseded General Decision No. IL010016
State: Illinois
Construction Type:
HEAVY
HIGHWAY
County(ies):

ALEXANDER	JACKSON	RANDOLPH
CLAY	JASPER	RICHLAND
CRAWFORD	JEFFERSON	SALINE
EDWARDS	JOHNSON	UNION
EFFINGHAM	LAWRENCE	WABASH
FAYETTE	MARION	WAYNE
FRANKLIN	MASSAC	WHITE
GALLATIN	PERRY	WILLIAMSON
HAMILTON	POPE	
HARDIN	PULASKI	

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECT (excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges)

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	03/15/2002

COUNTY(ies):

ALEXANDER	JACKSON	RANDOLPH
CLAY	JASPER	RICHLAND
CRAWFORD	JEFFERSON	SALINE
EDWARDS	JOHNSON	UNION
EFFINGHAM	LAWRENCE	WABASH
FAYETTE	MARION	WAYNE
FRANKLIN	MASSAC	WHITE
GALLATIN	PERRY	WILLIAMSON
HAMILTON	POPE	
HARDIN	PULASKI	

CARP0347G 08/01/2001

	Rates	Fringes
CRAWFORD, EFFINGHAM & JASPER COUNTIES:		
CARPENTERS	22.67	7.96
MILLWRIGHTS	19.23	5.99
PILEDRIVERMEN	23.17	7.96

CARP0634B 08/01/1997

	Rates	Fringes
CLAY, EDWARDS, FAYETTE, LAWRENCE, MARION, RICHLAND, & WABASH COUNTIES:		
CARPENTERS & PILEDRIVERMEN	19.03	7.02
MILLWRIGHTS	19.03	7.02

CARP0636A 08/01/1997

	Rates	Fringes

HAMILTON, JEFFERSON, WAYNE, & WHITE COUNTIES:

CARPENTERS	19.03	7.02
PILEDRIVERMEN & MILLWRIGHTS	19.03	7.02
DIVERS (receive 1 1/2 times carpenter rate plus fringes and $25 per day for equipment)		

RANDOLPH COUNTY:

CARPENTERS, PILEDRIVERMEN, AND MILLWRIGHTS	20.06	5.84
DIVERS (receive 1 1/2 times carpenter rate plus fringes and $25 per day for equipment)		

CARP0640G 08/01/2001

	Rates	Fringes
ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON, PERRY, POPE, JOHNSON, GALLATIN, PULASKI, SALINE, UNION, & WILLIAMSON COUNTIES		
CARPENTERS	21.16	9.52
DIVERS (Receive 1 1/2 times Carpenter's rate plus fringe benefits and $25.00 per day for equipment)		

ELEC0016B 10/01/1996

	Rates	Fringes
WABASH COUNTY		
ELECTRICIANS	22.85	2.80+15.5%

ELEC0051E 03/01/1998

	Rates	Fringes
FAYETTE COUNTY (North of Avena, Bear Grove, Sefton, and Sharon TWPS)		
LINE CONSTRUCTION:		
Lineman	24.96	2.00+24.75%
Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger)	23.20	2.00+24.75%
Groundman-Truck Driver w/winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 & smaller backhoe 3/4 yard & under, & may drive bucket truck & live boom type line trucks)	17.50	2.00+24.75%
Groundman-Truck Driver w/o winch	16.45	2.00+24.75%
Groundman	15.63	2.00+24.75%

ELEC0146D 12/01/2000

	Rates	Fringes
EFFINGHAM (Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit, & Teulopolis TWPS), & FAYETTE (Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson, & Loudon TWPS) COUNTIES:		
ELECTRICIANS	25.45	6.43+3%

ELEC0309D 12/01/1997

	Rates	Fringes
RANDOLPH COUNTY (Red Bud Twp)		

ELECTRICIANS	26.51	41.5%

ELEC0309I 11/29/1999

	Rates	Fringes
RANDOLPH (Red Bud Township) COUNTY:		
LINE CONSTRUCTION:		
Lineman	28.21	41.82%
Groundman Equipment Operator	24.55	41.82%
Groundman Truck Driver	20.03	41.82%
Groundman	18.33	41.82%

ELEC0702A 03/01/2002

	Rates	Fringes
ALEXANDER, CLAY, EDWARDS, EFFINGHAM (Excluding Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit and Teulopolis TWPS), FAYETTE (Excluding Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson and Loudon TWPS), FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, AND WILLIAMSON COUNTIES		
ELECTRICIANS	28.24	3.44+19.5%

ELEC0702B 01/01/2002

	Rates	Fringes
ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (Excludes portion N. Avena), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES:		
LINE CONSTRUCTION:		
Lineman	29.87	2.30+25.5%
Groundman Equipment Operator (All crawler type equipment D-4 and larger)	24.63	2.30+25.5%
Groundman Equipment Operator (All other equipment)	22.02	2.30+25.5%
Groundman	18.20	2.30+25.5%

ELEC0725D 06/01/1993

	Rates	Fringes
CRAWFORD, JASPER, LAWRENCE, & RICHLAND COUNTIES		
ELECTRICIANS	18.77	2.26+3%

ENGI0318A 01/01/2002

	Rates	Fringes
ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JOHNSON, MASSAC, POPE, PULASKI, SALINE, UNION, WHITE, & WILLIAMSON COUNTIES		
POWER EQUIPMENT OPERATORS:		
GROUP 1	23.30	9.45+a
GROUP 2	21.40	9.45+a
GROUP 3	20.65	9.45+a
GROUP 4	20.00	9.45+a
GROUP 5	19.40	9.45+a
RIVER WORK ONLY:		
GROUP 6	23.40	9.45+a
GROUP 7	19.95	9.45+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Apsco or equal spreading machine, Backhoe, Boom or winch cat, Bituminous mixplane, Blacksmith, Bituminous Surfacing machine, Bulldozer, Crane, Shove, Dragline, Truck crane, Pile Driver, Concrete Finishing Machine or Spreader Machine, Concrete Breaker, Concrete or Pumpcrete Pumsp, Dinky or Standard Locomotives, Well or Caisson Drills, Elevating Grader, Fork Lifts, Flexplane, Gradall, Hi-Lift, Hoists, Gut-Derricks, Hyster, Mechanic, Motor Patrol, Mixers - 21 cu. ft. or over, Push cats, Pulls, & Scrapers, Two Well Point Pumps, Pulverizer or Tiller, Pugmill, Rubber-Tired Farm Type Tractor with Bulldozer/Blade/Auger or Hi-Lift over 1/2 yd., Jersey Spreader, Track Air used with drill or Hi-Lift, Trenching or Ditching Machines, Wood Chipper W/Tractor, Self-Propelled Roller W/Blade, Equipment Greaser, Self-Propelled Pump Grinder on Concrete Highway pavement.

GROUP 2: Air Compressor W/Valve Driving Piling, Two Air Compressors (220 cu. ft. capacity or over), Two Airtract Drills, Airtract Drill W/Compressor, Automatic Bins or Scales W/Compressor or Generator, Pipeling Boring Machine, Bulk Cement Plant W/Separate Compressor, Power Operated Bullfloat, Hydra-Lift W/Single Motor, Straw Mulcher Blower W/Spout, Self-Propelled Roller/Compactor, Back-End Man on Bituminous Surfacing Machine

GROUP 3: Boom or Winch Truck, Two Conveyors, Self-Propelled Concrete saw, Self-Propelled Vibrator, Any Type Tractor Pulling and Type Roller or Disc, Rubber Tired Farm Type Tractor W/Bland/Bulldozer/Auger/Hi-Lift 1/2 yd. or Less, Elevator Operator, Self-Propelled Chip Spreader, Form Grader, Truck Crane Oiler

GROUP 4: Air-Track Drill (one), Belt Drag Machine, Power Broom, Mechanical Plasterer Applicator, Trac-Air, Air Compressor (220 cu. ft. or over) one, Air Compressor (under 220 cu. ft.) four, Automatic Bin, Bulk Cement Plant Self-Propelled form Tamper, Light Plants (4), Welding Machine (4), Pumps (4), or Combination of Four Pumps, Litht Plants, Welding Machines, Air-Compressors (under 200 cu. ft.), Mudjacks or Wood Chipper, Mixer-Less Than 21 cu. ft., Mortar Mixer W/Skip or Pump, Pipeline Tract Jack

GROUP 5: One Air Compressor (under 220 cu. ft.), One Conveyor, One Motor Driven Heater, One Light Plant, One Pump, One Welding Machine One, Ulmac or Equal; Spreader, Conveyor Operator on Self-Propelled Chip Spreader, Oiler.

GROUP 6: Crane, Shovel, Dragline, Scrapers, Dredge, Derrick, Pile-Driver, Push Boat, Mechanic, Engine-Man on Dredge, Lever-Man on Dredge, APSCO or equal Spreading machine, Backhoe, Backfiller, Boom or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing machine, Bulldozer, Truckcrane, Concrete Finishing machine or Spreader machine Concrete Breaker, Concrete or Pumpcrete machines, Dinky or Standard Locomotives, Well Drill, Elevating Grader, Forklifts, Flexplane, Gradeall, Hi-Lift, Power Handblade, Tugger type Hoist, Hoist Lift Two Drum (or over one), Guyderrick, Hyster, Motor Patrol, Mixers - 21 cu. ft. or over, Push Cat, Pulls Scrapers, Pumps Two Well Points, Equipment Greaser, P&H Pulverizer or Pulverizer equal to Pugmill, Pugmill, Rubber-Tired Farm type tractor W/Bulldozer/Blade/Auger or Hi-Lift-over Byd, Skimmer Scoops, Seaman Tiller, Jersey, Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machine, Wood Chipper W/Tractor, Self-Propelled Roller W/Blade, Concrete Pumps, Small Equipment Operators.

GROUP 7: Oiler or Fireman on Crane, Dragline, Shovel, Dredge, Truck Crane, Pile Driver, Gradall, Dinky or Standard Locomotive, Guy Derrick, Trenching Machine or Ditching Machine 80 H.P. and over, All Terrain (Cherry-Picker) Cranes with 20 ton Lifting Capacity or over, Deck Oiler on Ohio River

Footnote:a-Hazardous Waste Premium:
Level (A)-recieve $1.00 above rate.
Level (B)-receive $.75 above rate.
Level (C)-receive $.50 above rate.
Level (D)-receive $.25 above rate.

ENGI0520B 08/01/2001

	Rates	Fringes
FAYETTE, JEFFERSON, MARION, PERRY, RANDOLPH COUNTIES		
POWER EQUIPMENT OPERATORS:		
GROUP 1	23.90	12.95
GROUP 2	18.49	12.95
GROUP 3	18.35	12.95
GROUP 4	18.02	12.95
GROUP 5	24.45	12.95
GROUP 6	24.75	12.95
GROUP 7	25.03	12.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes; Draglines; Shovels; Skimmer Scoops; Clamshells or Derrick Boats; Piledrivers; Crane type Backhoes; Asphalt Plant Operator; Concrete Plant Operator; Dredges; Asphalt Spreading Machines; Locomotives; Cableways or Tower Machines; Hoists; Hydraulic Backhoes; Ditching Machines or Backfiller; Cherry Pickers; Overhead Crane; Roller; Concrete Paver; Concrete Breakers and Pumps; Bulk Cement Plants; Cement Pumps; Derrick type Drills; Boat Operators; Motor Graders or Pushcats; Scoops or Tournapulls; Bulldozers; End Loaders or Forklifts; Power Blade or Elevating Grader; Winch Cats; Boom or Winch Trucks or Boom Tractor; Pipewrapping or Painting Machines; Drills (other than Derrick type); Mud Jacks; Well Drilling Machines; Mixers; Conveyors (two); Air Compressors two; Water Pumps regardless of size; Welding Machines Two; Siphons or Jets Two; Winch Heads or Apparatus Two; Light Plants Two; Tractors regardless of size straight (tractor only); Firemen on Stationary Boilers; Automatic Elevators; Form Grading Machines; Finishing Machines; Power Sub-Grader or Ribbon Machine; Longitudinal Floats; Distribution operator on trucks; Winch Heads or apparatuses (1); Excavators; Mobile Track Air and Heater (2 to 5); Heavy Equipment Greaser and all other operators not listed below.

GROUP 2: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 3: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant OIler and Black Top Plant Oiler

GROUP 4: Oilers

GROUP 5: Master Mechanic; Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft GROUP 6: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 7: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

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* ENGI0841E 04/01/2001

	Rates	Fringes
CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND, WABASH, & WAYNE COUNTIES		
POWER EQUIPMENT OPERATORS:		
GROUP 1	23.75	9.05
GROUP 2	15.70	9.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant

Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6’, Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft, Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

IRON0046G 05/01/2001

	Rates	Fringes
EFFINGHAM (Excluding Dexter & East thereof), FAYETTE (Avena & North thereof) COUNTIES		
IRONWORKERS	21.83	10.57

IRON0103G 04/01/2001

	Rates	Fringes
CLAY (Louisville & South thereof), EDWARDS, FRANKLIN (Northeast corner), GALLATIN, HAMILTON, JEFFERSON (East of Mt. Vernon), LAWRENCE (Southern 1/2 including Lawrenceville), MARION (Southeast), RICHLAND (Southern 1/2), SALINE (Northeastern 1/3), WABASH, WAYNE, & WHITE COUNTIES		
IRONWORKERS	22.30	9.65

IRON0392B 08/01/2000

	Rates	Fringes
FAYETTE (Southern 1/2 below Brownstown), JACKSON (Remainder), JEFFERSON (Mt. Vernon & area West thereof), MARION, PERRY, & RANDOLPH COUNTIES		
IRONWORKERS	22.07	11.18

IRON0439C 06/01/2001

	Rates	Fringes
CLAY (Except Louisville & South thereof), CRAWFORD, EFFINGHAM (Dexter & East thereof), JASPER, LAWRENCE (Northern half excluding Lawrenceville), & RICHLAND COUNTIES		
IRONWORKERS	22.10	10.75

IRON0782F 05/01/2001

	Rates	Fringes
ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON (Except Ava and Elkville TWPS), JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE (Except vicinity of El Dorado and area Northeast thereof), UNION, & WILLIAMSON COUNTIES:		
IRONWORKERS	20.10	9.19

LABO0459D 08/01/2001

	Rates	Fringes
RANDOLPH (SPARTA & VIC.) COUNTY:		
LABORERS:		
HEAVY CONSTRUCTION:		
GROUP 1-	20.15	9.65
GROUP 2-	20.40	9.65
GROUP 3-	20.65	9.65
GROUP 4-	21.675	9.65

GROUP 1 - General Laborers

GROUP 2 - Work in septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzles men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of perferformed sectional sewer pipe; High time (20 feet or over), where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulf-seal and/or other coal derivatives

GROUP 3 - Brick masons and plasterer tenders

GROUP 4 - Dynamite and Powder men

LABO0738A 04/01/2000

	Rates	Fringes
ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, & WILLAIMSON COUNTIES:		
LABORERS	18.10	7.50
Asbestos abatement and removal of hazardous materials from non-mechanical systems; and hazardous and toxic waste clean up	18.10	7.65

LABO0925B 08/01/2001

	Rates	Fringes
RANDOLPH COUNTY (Chester and vicinity)		
LABORERS (HEAVY CONSTRUCTION):		
GROUP 1	20.05	9.75
GROUP 2	20.30	9.75
GROUP 3	20.55	9.75
GROUP 4	21.575	9.75

LABORERS CLASSFICATIONS

GROUP 1: General Laborers

GROUP 2: Work in septic tanks, cess-pools, or dry wells (old or new); All feeders, mixer and nozzle men on gunnite or sandblasting work; When handling

creosoted material; Raking of luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of performed sectional sewer pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3: Brick mason tenders, and plasterer tenders

GROUP 4: Dynamite and powder men

LABO1280A 04/01/2000

	Rates	Fringes
CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON, JASPER, JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, & WHITE COUNTIES		
LABORERS	18.10	7.50
Asbestos Abatement and Removal of Hazardous Materials from Non-Mechanical Systems; and Hazardous and Toxic Waste Clean up	18.10	7.65

PAIN0058F 05/01/2000

	Rates	Fringes
FAYETTE COUNTY		
INDUSTRIAL PAINTERS:		
Brush	23.02	6.60
Spraying, Blasting, and Steam Cleaning	25.02	6.60

PAIN0058G 05/01/2000

	Rates	Fringes
FAYETTE COUNTY		
BRIDGE PAINTERS:		
Brush	23.02	6.60
Spray and Blast	25.02	6.60

PAIN0058R 05/01/1999

	Rates	Fringes
ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY, POPE, PULASKI, RANDOLPH, SALINE, UNION, & WILLIAMSON COUNTIES:		
PAINTERS	20.77	6.03
PAINTERS (BRIDGES & DAMS)	23.07	6.03

PAIN0124B 05/01/2000

	Rates	Fringes
CLAY, HAMILTON, JEFFERSON, MARION, & WAYNE COUNTIES		
INDUSTRIAL PAINTERS:		
Brush	18.05	4.40
Bridges, Spray, and Sandblasting	21.15	4.40

PAIN0156I 04/01/2001

	Rates	Fringes
EDWARDS, WABASH , & WHITE COUNTIES:		
PAINTERS:		
Brush, Roller, & Paperhangers	20.30	6.88
Drywall Finishers,Plasterers	20.55	6.88
Spray, Sandblast, Power Tools,		

Waterblast & Steam Cleaning	21.30	6.88
Brush, & Roller of Mastics,Creosotes Kwinch Koate, Coal Tar Epoxy	21.30	6.88
Spray for Mastics, Creosotes, Kwinch Koate, Coal Tar Epoxy	22.30	6.88

PAIN0500E 05/01/2001

	Rates	Fringes
MASSAC COUNTY:		
PAINTERS:		
Commercial	15.75	5.00
Industrial	18.00	5.00
Bridges & Dams	22.00	5.00

Spray, Sandblasting and water blast units with 3500 PSI receive a $.50 per hour premimum. All work forty feet and above receive a $1.00 per hour premimum.

PAIN1705E 04/01/2000

	Rates	Fringes
CRAWFORD, EFFINGHAM, JASPER, LAWRENCE, & RICHLAND, COUNTIES		
PAINTERS:		
BRUSH & ROLLER		
0-30 ft	20.90	6.63
Over 30 ft	21.70	6.63
Over 100 ft	22.70	6.63
BLASTING, SPRAYING, PRESSURE WASHING		
0-30 FT	21.90	6.63
Over 30 ft	24.20	6.63
oVer 100 ft	25.20	6.63

PLAS0018Q 05/01/2001

	Rates	Fringes
DE WITT (Clinton and South thereof), EFFINGHAM (Northern half North from an East-west line drawn approximately 3 miles south of Effingham), MACON, MOULTRIE (Northeastern corner including Lovington, Bethany), PIATT (South of Monticello), & SHELBY (Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua, Oconee, Shelbyville, Tower Hill, & Westervelt) COUNTIES:		
CEMENT MASONS	21.175	9.10

PLAS0143D 04/01/2001

	Rates	Fringes
CRAWFORD,LAWRENCE, & WABASH COUNTIES		
CEMENT MASONS	20.10	6.40

PLAS0143J 01/01/2002

	Rates	Fringes
ALEXANDER,FRANKLIN,GALLATIN,HARDIN,JACKSON,JOHNSON.MASSAC, PERRY,POPE,PULASKI,RANDOLPH,SALINE,UNION,& WILLIAMSON COUNTIES:		
CEMENT MASONS	23.45	4.65

PLAS0143L 04/01/2001

	Rates	Fringes
CLAY,EDWARDS,FAYETTE,HAMILTON,JASPER,JEFFERSON,MARION,RICHLAND WAYNE AND WHITE COUNTIES:		
CEMENT MASONS	21.75	4.75

PLAS0143M 04/01/2001

	Rates	Fringes
EFFINGHAM (Southern half, South from an East-West line drawn approximately 3 miles North of Effingham) COUNTY:		
CEMENT MASONS	21.75	4.75

TEAM0001F 05/01/2001

	Rates	Fringes
ALEXANDER, CHAMPAIGN, CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, DE WITT, DOUGLAS, EDGAR, EDWARDS, EFFINGHAM, FAYETTE, FORD (Southern 1/2), FRANKLIN, GALLATIN, HAMILTON, HARDIN, IROQUOIS (Southern & Northwestern parts), JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, MOULTRIE, PERRY, PIATT, POPE, PULASKI, RICHLAND, SALINE, SHELBY, UNION, VERMILION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES		
TRUCK DRIVERS:		
GROUP 1	23.19	4.36+a
GROUP 2	23.59	4.36+a
GROUP 3	23.79	4.36+a
GROUP 4	24.04	4.36+a
GROUP 5	24.79	4.36+a

FOOTNOTE:

a. $85.00 per week

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 Axle Trucks Hauling Less Than 9 Tons. Air Compressor and Welding Machines & Brooms, Including Those Pulled by Separate Units, Warehousemen, Greasers & Tiremen, Pickup Trucks When Hauling Material, Tools, or Men to and From & on the Job Site, & Fork Lifts up to 6,000 LB. Capacity.

GROUP 2: Two or Three Axle Trucks Hauling more than 9 Ton But Hauling less than 16 Ton, A-Frame Winch Trucks, Hydrolift Trucks, or Similar Equipment When Used For Transportation Purposes. Fork Lifts Over 6,000 LB. Capacity, Winch Trucks, & Four Axle Combination Units.

GROUP 3: Two, Three or Four Axle Trucks Hauling 16 Ton or more, Drivers on Water Pulls, Mechanics, Five Axle or more Combination Units.

GROUP 4: Lowboy & Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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 KY020025

General Decision Number KY020025 Superseded General Decision No. KY010025
State: Kentucky
Construction Type:
HEAVY
HIGHWAY
County(ies):

ALLEN	FULTON	MCCRACKEN
BALLARD	GRAVES	MCLEAN
BUTLER	HANCOCK	MUHLENBERG
CALDWELL	HENDERSON	OHIO
CALLOWAY	HICKMAN	SIMPSON
CARLISLE	HOPKINS	TODD
CHRISTIAN	LIVINGSTON	TRIGG
CRITTENDEN	LOGAN	UNION
DAVIESS	LYON	WARREN
EDMONSON	MARSHALL	WEBSTER

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	03/01/2002
1	03/29/2002
2	04/05/2002

COUNTY(ies):

ALLEN	FULTON	MCCRACKEN
BALLARD	GRAVES	MCLEAN
BUTLER	HANCOCK	MUHLENBERG
CALDWELL	HENDERSON	OHIO
CALLOWAY	HICKMAN	SIMPSON
CARLISLE	HOPKINS	TODD
CHRISTIAN	LIVINGSTON	TRIGG
CRITTENDEN	LOGAN	UNION
DAVIESS	LYON	WARREN
EDMONSON	MARSHALL	WEBSTER

* BRIN0004C 04/01/2002

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

	Rates	Fringes
BRICKLAYERS	24.15	6.55

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* BRTN0004E 05/01/1999

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG & WARREN COUNTIES:

	Rates	Fringes
BRICKLAYERS	20.16	1.60

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* CARP0357C 02/01/2002

	Rates	Fringes
CARPENTERS	20.70	5.63
PILEDRIVERMEN	20.95	5.63
DIVERS	31.425	5.63

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* CARP1031M 06/01/2001

	Rates	Fringes

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:

MILLWRIGHTS	21.86	9.58

CARP1080E 06/01/2001

	Rates	Fringes
BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD & TRIGG COUNTIES:		
MILLWRIGHTS	20.45	8.07

CARP1080G 06/01/2001

	Rates	Fringes
DAVIESS, HANCOCK, HENDERSON, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:		
MILLWRIGHTS	20.50	8.97

ELEC0369I 06/01/2001

	Rates	Fringes
BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:		
ELECTRICIANS	23.50	7.73

ELEC0429B 01/01/1998

	Rates	Fringes
ALLEN & SIMPSON COUNTIES:		
ELECTRICIANS	15.85	4.115

ELEC0816E 06/01/2001

	Rates	Fringes
BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:		
ELECTRICIANS:		
Electricians	23.03	8.50
Cable Splicers	23.28	8.50

ELEC1701C 06/01/2000

	Rates	Fringes
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,UNION & WEBSTER COUNTIES:		
ELECTRICIANS:		
Electricians	22.87	7.17
Heilarc Welding; & Cable Splicing	23.12	7.22

ELEC1925B 07/01/2000

	Rates	Fringes
FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):		
ELECTRICIANS	14.90	7.25
CABLE SPLICERS	15.40	7.26

ENGI0181X 01/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	20.85	8.40
GROUP 2	18.43	8.40
GROUP 3	18.81	8.40
GROUP 4	18.17	8.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Conrete Pump; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor(Under 50 H.P.); & Vibrator CRANES WITH BOOMS 150 ft. & Over (Including JIB) $.50 Premium EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0070G 06/01/2001

	Rates	Fringes
BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);		
EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden):		
IRONWORKERS:		
Structural; Ornamental; Reinforcing; Precast Concrete Erectors	22.26	10.62

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* IRON0103E 04/01/2002

	Rates	Fringes
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);		
CALDWELL COUNTY (Northeastern third, including the Township of Creswell);		
CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);		

CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir);
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES:

IRONWORKERS	23.05	9.90

IRON0492C 05/01/2001

	Rates	Fringes

BUTLER COUNTY (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);
CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);
EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);
MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood);
ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES:

IRONWORKERS	18.22	6.18

IRON0782H 05/01/2001

	Rates	Fringes

CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);
CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);
CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told);
BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:
IRONWORKERS:

Projects with a total contract cost of $20,000,000.00 or above	21.40	10.15
All Other Work	20.10	9.09

LABO0189E 07/01/2001

	Rates	Fringes
LABORERS:		
GROUP 1	16.41	6.18
GROUP 2	16.66	6.18
GROUP 3	16.71	6.18
GROUP 4	17.31	6.18

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; & Wrecking of Concrete Form

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Burner & Welder; Bushammer; Chain Saw Operator; Concrete

Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller

GROUP 3 - Air Track Driller; Asphalt Luteman & Raker; Gunnite Nozzleman; unnite Operator & Mixer; Grout Pump Operator; Powderman & Blaster; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free Air); & Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air)

PAIN0032E 05/01/2000

	Rates	Fringes
BALLARD COUNTY:		
PAINTERS:		
Bridges & Dams	23.43	6.63
All Other Work	19.13	6.63

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - $1.00 Premium

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PAIN0118C 05/01/2001

	Rates	Fringes
EDMONSON COUNTY:		
PAINTERS:		
Brush	16.67	5.37
Abrasive Blaster; Fireproofing; Lead Abatement; Spray; & Waterblasting 4000 PSI and Above	17.17	5.37

PAIN0156G 04/01/2001

	Rates	Fringes
DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES:		
PAINTERS:		
BRIDGES, LOCKS & DAMS:		
GROUP 1	21.45	6.88
GROUP 2	21.70	6.88
GROUP 3	22.45	6.88
GROUP 4	23.45	6.88
ALL OTHER WORK:		
GROUP 1	20.30	6.88
GROUP 2	20.55	6.88
GROUP 3	21.30	6.88
GROUP 4	22.30	6.88

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast; Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

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PAIN0456D 05/01/2001

	Rates	Fringes
ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN COUNTIES:		
PAINTERS:		

Brush	16.43	4.80
Spray; Sandblast; Boswain Chair or Heights over 50 feet	16.93	4.80

PAIN0500C 05/01/2001

	Rates	Fringes
CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:		
PAINTERS:		
Bridges & Dams	22.00	5.00
All Other Work	15.75	5.00

Waterblasting units with 3500 PSI and above - $.50 premium Spraypainting and all abrasive blasting - $1.00 premium Work 40 ft. and above ground level - $1.00 premium

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PLUM0107E 08/01/2001

	Rates	Fringes
ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN COUNTIES:		
PLUMBERS; GAS FITTERS:		
Plumbing contracts less than $150,000.00	19.17	5.97
All Other Plumbing contracts	24.15	5.97

PLUM0184C 07/01/2001

	Rates	Fringes
BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN (Excluding Ft. Campbell), CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:		
PLUMBERS & STEAMFITTERS	22.93	9.01

PLUM0522C 08/01/2001

	Rates	Fringes
ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN COUNTIES:		
PIPEFITTERS & STEAMFITTERS	25.40	8.23

PLUM0572F 05/01/2001

	Rates	Fringes
CHRISTIAN COUNTY (Ft. Campbell Only):		
PIPEFITTER; PLUMBER	21.10	5.82

PLUM0633B 05/01/2001

	Rates	Fringes
DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:		
PLUMBERS & PIPEFITTERS	22.79	7.23

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* TEAM0089C 03/31/2002

	Rates	Fringes
TRUCK DRIVERS:		
ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES:		
GROUP 1	16.84	8.14
GROUP 2	17.17	8.14
GROUP 3	17.24	8.14
GROUP 4	17.30	8.14
BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD & TRIGG COUNTIES:		
GROUP 1	21.99	3.75

GROUP 2	22.22	3.75
GROUP 3	22.29	3.75
GROUP 4	22.30	3.75

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

GROUP 1	18.53	8.80
GROUP 2	18.76	8.80
GROUP 3	18.83	8.80
GROUP 4	18.84	8.80

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump & Flatbed; Terrain Vehicle when used to haul materials; Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; & Mixer

GROUP 4 - Euclid, Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat Truck & 5 Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Fork Lift Truck when used to transport building materials; & rivers on Pavement Breaker

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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 MO020001

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 General Decision Number MO020001  Superseded General Decision No. MO010001
 State: Missouri
 Construction Type:
 HEAVY
 HIGHWAY
 County(ies):
 STATEWIDE
 HEAVY AND HIGHWAY CONSTRUCTION PROJECTS
 Modification Number     Publication Date
             0             03/01/2002
             1             04/12/2002
COUNTY(ies):
STATEWIDE
 CARP0007M  04/01/2001
                                     Rates           Fringes
CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES
CARPENTERS & PILEDRIVERS              25.50           6.88
----------------------------------------------------------------
 CARP0008C  05/01/1999
                                     Rates           Fringes
ST. LOUIS COUNTY AND CITY
CARPENTERS                            26.49           5.69
----------------------------------------------------------------
 CARP0011A  05/01/2001
                                     Rates           Fringes
CARPENTERS & PILEDRIVERS:
JEFFERSON AND ST. CHARLES COUNTIES    26.29           5.40
FRANKLIN COUNTY                       23.78           5.40
WARREN COUNTY                         23.78           5.40
LINCOLN COUNTY                        23.39           5.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES
                                      22.44           5.40
BUCHANAN, CLINTON, JOHNSON
 AND LAFAYETTE COUNTIES               22.68           5.99
ATCHISON, ANDREW, BATES, CALDWELL,
 CARROLL, DAVIESS, DEKALB, GENTRY,
 GRUNDY, HARRISON, HENRY, HOLT,
 LIVINGSTON, MERCER, NODAWAY,
 ST. CLAIR, SALINE AND WORTH
 COUNTIES                             22.03           5.99
BARRY, BARTON, CAMDEN, CEDAR,
 CHRISTIAN, DADE, DALLAS, DOUGLAS,
 GREENE, HICKORY, JASPER, LACLEDE,
 LAWRENCE, MCDONALD, NEWTON, OZARK,
 POLK, STONE, TANEY, VERNON, WEBSTER
 AND WRIGHT COUNTIES                  21.68           5.99
CRAWFORD, DENT, GASCONADE, IRON,
 MADISON, MARIES, MONTGOMERY, PHELPS,
 PULASKI, REYNOLDS, SHANNON, AND
 TEXAS COUNTIES                       21.73           5.40
RALLS,MARION, LEWIS, CLARK AND SCOTLAND
 COUNTIES                             21.88           5.40
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BENTON, MORGAN AND PETTIS COUNTIES	21.83	6.24
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN	23.13	6.24
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	22.46	4.72
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES	21.54	4.72

ELEC0001B 06/01/2000

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,PEMISCOT, PERRY,REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,WARREN, WASHINGTON AND WAYNE COUNTIES		
ELECTRICIANS	26.65	14.21

ELEC0002D 09/02/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, ONTGOMERY, MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND,SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON COUNTIES.		
LINE CONSTRUCTION:		
Lineman & Cable Splicer	27.48	42% + 2.10
Groundman Equipment Operator	24.60	42% + 2.10
Groundman Winch Driver	20.22	42% + 2.10
Groundman, Groundman Driver	19.47	42% + 2.10

ELEC0053F 08/27/2000

	Rates	Fringes
BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY, AND SALINE COUNTIES.		
LINE CONSTRUCTION:		
Lineman	27.80	9.99
Lineman Operator	25.97	9.46
Groundman Powderman	19.45	7.59
Groundman	18.49	7.31
ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DE KALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, McDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH, AND WRIGHT COUNTIES.		
LINE CONSTRUCTION:		
Lineman	26.75	9.69
Lineman Operator	25.41	9.30
Groundman Powderman	18.69	7.37
Groundman	17.30	6.98

ELEC0095C 06/01/2001

	Rates	Fringes
BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES		
ELECTRICIANS:		
Electricians	20.51	5.68
Cable Splicers	20.86	5.68

ELEC0124I 08/27/2001

	Rates	Fringes
BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES:		
ELECTRICIANS	28.78	11.87

ELEC0257C 03/01/1999

	Rates	Fringes
AUDRAIN (Except, Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES:		
Electricians	20.95	8.88
Cable Splicers	21.95	8.88

ELEC0350B 12/01/2000

	Rates	Fringes
ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
ELECTRICIANS	24.06	7.44

ELEC0453D 09/01/2000

	Rates	Fringes
CHRISTIAN, DALLAS, DOUGLAS, GREENE, HICKORY, OREGON, OZARK, SHANNON, TEXAS, WEBSTER AND WRIGHT COUNTIES		
ELECTRICIANS	20.60	4.37+10%
PULASKI COUNTY		
ELECTRICIANS	21.64	4.37+10%
HOWELL, LACLEDE, POLK, STONE AND TANEY COUNTIES		
ELECTRICIANS	14.20	3.97+10%

ELEC0545D 12/01/2001

	Rates	Fringes
ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES		
ELECTRICANS	25.78	8.56

ELEC0702D 09/04/1995

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES		
LINE CONSTRUCTION:		
Lineman	25.50	17%+2.00
Groundman Equipment Operator (all crawler type equipment D-4 and larger)	21.87	17%+2.00
Groundman - Class A	15.45	17%+2.00

ENGI0016A 05/01/2001

	Rates	Fringes
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, JASPER, LAWRENCE, HICKORY, LACLEDE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES		
POWER EQUIPMENT OPERATORS		
GROUP 1	20.12	5.95
GROUP 2	19.77	5.95
GROUP 3	19.57	5.95
GROUP 4	17.52	5.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate: Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over; The following classifications shall receive $ .50 above GROUP 1 rate: Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop. The following classifications shall receive $ .75 above GROUP 1 rate: Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0101A 05/01/2001

	Rates	Fringes
BUCHANAN, CASS, CLINTON AND LAFAYETTE COUNTIES		
POWER EQUIPMENT OPERATORS		
GROUP 1	21.70	8.15

GROUP 2	21.30	8.15
GROUP 3	19.30	8.15

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

POWER EQUIPMENT OPERATORS

GROUP 1	21.70	8.15
GROUP 2	21.30	8.15
GROUP 3	19.30	8.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Oiler; oiler driver; mechanic.

HOURLY PREMIUMS:

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

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

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

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* ENGI0101E 04/01/2002

	Rates	Fringes
CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES		
POWER EQUIPMENT OPERATORS:		
GROUP 1	23.79	8.97
GROUP 2	22.75	8.97
GROUP 3	18.28	8.97

GROUP 4 21.63 8.97

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($.25) ABOVE GROUP 1 RATE: Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over; Piledrivers 80 ft. of boom or over (including jib); Shovels & backhoes, 3 yd. capacity or over.

ENGI0513D 05/07/2001

	Rates	Fringes
FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES		
POWER EQUIPMENT OPERATORS:		
GROUP 1	24.32	11.63
GROUP 2	23.02	11.63
GROUP 3	20.02	11.63
GROUP 4	22.57	11.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket

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

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

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

ENGI0513G 05/01/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES		
POWER EQUIPMENT OPERATORS		
GROUP 1	20.75	11.61
GROUP 2	20.40	11.61
GROUP 3	20.20	11.61
GROUP 4	16.55	11.61

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standard guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

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

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

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

FOOTNOTE:

HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under without oiler - $2.00 Certified Crane Operator - $1.50; Certified Hazardous Material Operator $1.50; Crane, climbing (such as Linden) - $0.50; Crane, pile driving and extracting - $0.50; Crane, with boom (including jib) over 100’ from pin to pin add $0.01 per foot to maximum of $4.00; Crane, using rock socket tool - $0.50; Derrick, diesel, gas or

electric, hoisting material and erecting steel (150’ or more above the ground) - $0.50; Dragline, 7 cu. yds, and over - $0.50; Hoist, three or more drums in use - $0.50; Scoop, Tandem - $0.50; Shovel, power - 7 cu. yds. or more - $0.50; Tractor, tandem crawler - $0.50; Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50; Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513H 05/02/2001

	Rates	Fringes
ST. LOUIS CITY AND COUNTY		
POWER EQUIPMENT OPERATORS:		
GROUP 1	24.32	11.63
GROUP 2	24.32	11.63
GROUP 3	22.42	11.63
GROUP 4	19.42	11.63
GROUP 5	18.96	11.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull-float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift; greaser; hoist, stack, hydro-hammer; loading machine such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill

operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment

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

GROUP 5: Oiler on dredge and on truck crane.

HOURLY PREMIUMS:

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

IRON0010M 04/01/2001

	Rates	Fringes
BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties		
IRONWORKERS	22.70	11.63

ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN,CARROLL, CEDER CHARITON, CHRISTIAN, CLINTON, COOPER, DADE,DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON,HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDOLPH, ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties; and portions of ADAIR, BOONE, MACON, MILLER, and RANDOLPH Counties

IRONWORKERS	19.70	11.63

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* IRON0321C 12/31/2001

	Rates	Fringes
DOUGLAS, HOWELL and OZARK COUNTIES		
IRONWORKERS	17.10	8.01

IRON0396D 08/01/2001

	Rates	Fringes
ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties		
IRONWORKERS	25.34	11.42

IRON0396I 08/01/2001

	Rates	Fringes

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

IRONWORKERS	20.56	11.29

IRON0577F 06/01/2001

	Rates	Fringes

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

IRONWORKERS	19.85	9.06

IRON0584E 06/01/2001

	Rates	Fringes

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

IRONWORKERS	18.20	7.87

IRON0782D 05/01/2001

	Rates	Fringes

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

IRONWORKERS:		
All Major River Work (Dams, Bridges): Projects $20 million or more	20.65	9.88
All Other Work	19.55	9.11

LABO0042C 03/05/2001

	Rates	Fringes

ST. LOUIS (City and County)

LABORERS:		
Plumber Laborers	22.75	6.65

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* LABO0042H 03/06/2002

	Rates	Fringes

ST. LOUIS (City and County)

LABORERS:		
Laborers, Flagperson	23.11	7.10
Wrecking	22.99	7.10
Dynamiter, Powderman	23.61	7.10

LABO0424B 05/01/2001

	Rates	Fringes

FRANKLIN COUNTY

LABORERS		
GROUP 1	21.20	6.10
GROUP 2	21.80	6.10

JEFFERSON COUNTY

LABORERS		
GROUP 1	21.25	6.10
GROUP 2	21.85	6.10

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWARD, HOWELL, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARIES, MARION, MILLER,

MISSISSIPPI, MONITEAU, MONROE, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WASHINGTON, AND WAYNE COUNTIES

LABORERS		
GROUP 1	19.75	6.10
GROUP 2	20.35	6.10
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
LABORERS		
GROUP 1	20.00	6.10
GROUP 2	20.60	6.10

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

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LABO0579F 05/01/2001

	Rates	Fringes
BUCHANAN AND LAFAYETTE COUNTIES		
LABORERS		
GROUP 1	18.04	6.29
GROUP 2	18.39	6.29

ANDREW, ATCHISON, BARRY, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, GENTRY, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, JASPER, JOHNSON, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, MORGAN, NEWTON, NODAWAY, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES.

LABORERS

GROUP 1	16.69	6.04
GROUP 2	17.24	6.04

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

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

LABO0660H 03/07/2001

	Rates	Fringes
ST. CHARLES COUNTY		
LABORERS:		
GROUP 1	21.77	6.17
GROUP 2	21.77	6.17

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; carpenter tender; salamander tender; dump man; ticket takers; flagman; loading trucks under bins, hoppers, and conveyors; track men; cement handler; dump man on earth fill; Georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap paver - rock, block, or brick; signal man; scaffolds over 10 ft not self-supported from ground up; skipman on concrete paving; wire mech setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizer; board and w llow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft

where compressed air is not used; abutment and pier hole men working 6 ft or more below ground; men working in coffer dams for bridge piers and footings in the river; Barco tamper, Jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditchliners; hot mastic kettleman; hot tar applicator; hand blade operators; mortar men on brick or block manholes; rubbing concrete; air tool operator under 65 pounds; caulker and lead man; chain saw under 15 hp; guard rail and sign erectors

GROUP 2: Vibrator man; asphalt raker; hand pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from Bosun's chairs, scaffolds or platforms on dams or power plants over 10 ft high; air tool operator over 65 pounds; stringline man on concrete paving etc.; sand blast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills; gunnite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 hp and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; aterblaster - 1000 psi and over; asbestos and/or hazardous waste removal and or disposal;

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* LABO0663D 04/01/2002

	Rates	Fringes
CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES		
LABORERS:		
GROUP 1	21.05	7.24
GROUP 2	22.14	7.24

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

PAIN0002B 09/01/2001

	Rates	Fringes
CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, T. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES		
PAINTERS:		
Brush	23.93	7.35
Spray	25.93	7.35

PAIN0002G 04/17/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.		
PAINTERS:		
Brush, Roller, Paperhanger, Tapers	16.94	6.31
Tapers using Ames or comparable tools (bazooks, etc.)	17.19	6.31
Spray; Water Base Epoxy; Stage Under 50 ft.; Structural Steel (except for stairs and railings)	17.44	6.31
Sandblasting; Epoxy or Any Two Part Coating; Stage or Other Aerial Work Platforms Over 50 ft. high; Lead Abatement	17.94	6.31
Bridges, Dams, Locks or Powerhouses	18.94	6.31

PAIN0003D 04/01/2000

	Rates	Fringes
BATES, BENTON, CALDWELL, CARROLL, CASS, CLAY, CLINTON, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, JACKSON, JOHNSON, LAFAYETTE, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES		
PAINTERS:		
Brush & Roller; Taper	22.10	6.01
Bazooka; Paperhanger	22.60	6.01
Storage Bin & Tanks (Roller or Brush); Elevated Tanks (Roller or Brush); Stageman; Beltman; Bridgeman; Steelman; Sand Blast (Base); Elevator Shaft	22.85	6.01
Lead Abatement; Sprayman	23.10	6.01
Sandblast (Bridge, Stage, Erected Steel and Storage Bin and Tanks)	23.60	6.01
Sprayman (Storage Bin & Tanks, Elevated Tanks); Stageman (Spray); Bridgeman (Spray); Steelman (Spray)	23.85	6.01
Steeplejack (other than Elevated Tanks)	26.79	6.01
Steeplejack -Spray or Sandblast (other than Elevated Tanks)	27.79	6.01

PAIN0098B 05/01/2000

	Rates	Fringes
ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES		
PAINTERS:		
Brush & Roller	20.50	4.40
Sandblasters	21.50	4.40
Steeple Jack	23.50	4.40

PAIN0203B 04/01/1999

	Rates	Fringes
BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES		
PAINTERS:		
Sandblasters & Highman (over 40')	17.68	3.23
Painters	17.38	3.23
Tapers	16.47	3.21

PAIN1265C 07/01/2001

	Rates	Fringes
CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES		
PAINTERS:		
Brush and Roller, Spray	17.54	7.37
Structural Steel, Sandblasting and all Tank Work	18.79	7.37
Lead Abatement	19.79	7.37

PAIN1292B 07/01/2001

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES		
PAINTERS:		
Commercial	15.44	5.97
Industrial	17.94	5.97
Bridges, Stacks & Tanks	22.89	5.97
Taper (Tools)	15.69	5.97
Spray & Abrasive Blasting	17.44	5.97
Waterblasting	17.44	5.97

Height Rates (All Areas): Over 60 ft. $0.50 per hour.
Under 60 ft. $0.25 per hour.

PAIN1292F 07/01/2001

	Rates	Fringes
IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES		
PAINTERS:		
Commercial	17.54	5.97
Industrial	18.54	5.97
Tapers (Tools)	17.79	5.97
Bridges, Stacks & Tanks	22.89	5.97
Spray & Abrasive Blasting	19.54	5.97
Waterblasting	19.54	5.97
Lead Abatement	18.29	5.97

Height Rates (All Areas): Over 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

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* PLAS0518F 04/01/2002

	Rates	Fringes
BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES		
CEMENT MASONS	17.31	3.84

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* PLAS0518G 04/01/2001

	Rates	Fringes
CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES		
CEMENT MASONS	21.25	8.15

PLAS0518K 05/01/2001

	Rates	Fringes
ANDREW, ATCHISON, BUCHANAN, BATES, CALDWELL, CARROLL, CASS (Except Richards-Gebaur AFB) CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, JACKSON, LAFAYETTE, LIVINGSTON, MACON, MERCER, NODAWAY AND WORTH COUNTIES		
CEMENT MASONS	23.13	7.15

PLAS0527A 05/01/2001

	Rates	Fringes
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County)		
CEMENT MASONS	24.48	8.85
FRANKLIN, LINCOLN, AND WARREN COUNTIES		
CEMENT MASONS	23.31	8.85

PLAS0527D 06/01/2001

	Rates	Fringes
CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES		
CEMENT MASONS	22.00	8.76

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* PLAS0908A 05/01/2001

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES		
CEMENT MASONS	16.80	8.35

PLAS0908G 03/01/2001

	Rates	Fringes
BENTON, CALLAWAY, CAMDEN, COLE, GASCONADE, HENRY, HICKORY, JOHNSON, MARIES, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS, SALINE & ST. CLAIR COUNTIES		
CEMENT MASONS	18.61	5.65

PLUM0008C 06/01/2000

	Rates	Fringes
CASS, CLAY, JACKSON, JOHNSON, PLATTE COUNTIES		
PLUMBERS	26.44	9.87
BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE, AND VERNON COUNTIES		
PLUMBERS	24.00	9.87

PLUM0035C 01/01/2000

	Rates	Fringes

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

PLUMBERS	26.105	9.74

PLUM0045D 12/15/2001

	Rates	Fringes

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

PLUMBERS & PIPEFITTERS	26.85	9.80

PLUM0178D 11/01/2001

	Rates	Fringes

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER, AND WRIGHT COUNTIES

PLUMBERS & PIPEFITTERS	22.10	7.37

PLUM0317B 07/01/1995

	Rates	Fringes

BOONE, CALLAWAY, COOPER, HOWARD, AND RANDOLPH COUNTY (Southern half)

PLUMBERS & PIPEFITTERS	19.18	3.17

PLUM0533E 06/01/2001

	Rates	Fringes

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

PIPEFITTERS	28.38	11.08

PLUM0562D 07/01/2001

	Rates	Fringes

ADAIR, AUDRAIN, BOLLINGER, BUTLER, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, NORTHERN HALF OF RANDOLPH, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

PIPEFITTERS	27.75	11.83

PLUM0658B 07/01/1998

	Rates	Fringes

BARTON, JASPER, MCDONALD, AND NEWTON COUNTIES

PLUMBERS & PIPEFITTERS	16.73	5.33

TEAM0013H 05/01/2001

	Rates	Fringes

AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

TRUCK DRIVERS:		
GROUP 1	21.72	5.25
GROUP 2	21.87	5.25
GROUP 3	21.88	5.25
GROUP 4	21.99	5.25

ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER, AND SCOTLAND COUNTIES

TRUCK DRIVERS:

GROUP 1	20.99	5.25
GROUP 2	21.14	5.25
GROUP 3	21.15	5.25
GROUP 4	21.26	5.25

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056A 05/01/1998

	Rates	Fringes
BUCHANAN, CASS (Except Richards-Gebaur AFB), JOHNSON, AND LAFAYETTE COUNTIES		
TRUCK DRIVERS:		
GROUP 1	20.13	4.75
GROUP 2	20.24	4.75
GROUP 3	20.28	4.75
GROUP 4	20.35	4.75
ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST CLAIR, SALINE, VERNON, WEBSTER, AND WRIGHT COUNTIES		
TRUCK DRIVERS:		
GROUP 1	18.92	4.75
GROUP 2	19.07	4.75
GROUP 3	19.08	4.75
GROUP 4	19.19	4.75
ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODADWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES		
TRUCK DRIVERS:		
GROUP 1	18.19	4.75
GROUP 2	18.34	4.75
GROUP 3	18.35	4.75
GROUP 4	18.46	4.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks,speedace, euclids & other similar equipment;A-frames and derrick trucks; float or low boy.

TEAM0245C 03/25/1998

	Rates	Fringes

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

TRUCK DRIVERS:

Traffic Control Service Driver	12.90	3.56+a

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

TEAM0541A 04/01/2001

	Rates	Fringes
CASS (Richards-Gebaur AFB), CLAY, JACKSON, PLATTE, AND RAY COUNTIES		
TRUCK DRIVERS:		
GROUP 1	22.81	6.50
GROUP 2	22.32	6.50
GROUP 3	21.84	6.50

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom Truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment.

Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0541C 03/25/2000

	Rates	Fringes
BATES, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PLATTE,AND RAY COUNTIES		
TRUCK DRIVERS:		
Traffic Control Service Driver	14.15	2.44+a

a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

TEAM0682D 05/01/2000

	Rates	Fringes
ST LOUIS CITY AND COUNTY		
TRUCK DRIVERS:		
GROUP 1	21.105	4.76+a+b
GROUP 2	21.305	4.78+a+b
GROUP 3	21.405	4.79+a+b

a. PENSION: $18.80 per day, $94.00 maximum per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices,

tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

a. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of services in any one contract

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TEAM0682E 05/01/2000

	Rates	Fringes
ST.CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES:		
TRUCK DRIVERS:		
GROUP 1	21.105	3.29+a+b+c
GROUP 2	21.305	3.29+a+b+c
GROUP 3	21.405	3.29+a+b+c

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial Day, Veterans Day, to be celebrated on either its National Holiday or on the day after Thanksgiving, whichever is agreed upon by the Association and the Union, New Year’s Day and Thanksgiving Day.

b.Pension: $18.80 per day either worked or compensated to a maximum of $94.00 per week.

c.Hazmat Pay: If Hazmat Certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 per hour premium pay.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Trucks or Trailers of a Water Level Capacity of 11.99 cu. yds. or less, Forklift Trucks, Job Site Ambulances, Pickup Trucks, Flatbed Trucks.

GROUP 2: Trucks or Trailers of a Water Level Capacity of 12.0 cu. yds. up to 22 cu. yds., Euclids, Speedace and Similar Equipment of Same Capacity and Compressors.

GROUP 3: Trucks or Trailers of a Water Level Capacity of 22.0 cu. yds. and over, Euclids and all Floats, Flatbed Trailers, Boom Trucks, Winch Trucks, Including Small Trailers, Farm Wagons, Tilt Top Trailers, Tool Trailers, Concrete Pumps, Concrete Conveyors, Gasoline Tank Trailers, Truck Mounted Mobile Concrete Mixers, End Dump, Side Dump and Articulated Dump Trucks.

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.
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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:

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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 MS020020

General Decision Number MS020020 Superseded General Decision No. MS010020
State: Mississippi
Construction Type:
HEAVY
County(ies):

ADAMS	ISSAQUENA	PERRY
ALCORN	ITAWAMBA	PIKE
AMITE	JASPER	PONTOTOC
ATTALA	JEFFERSON	PRENTISS
BENTON	JEFFERSON DAVIS	QUITMAN
BOLIVAR	JONES	RANKIN
CALHOUN	KEMPER	SCOTT
CARROLL	LAFAYETTE	SHARKEY
CHICKASAW	LAMAR	SIMPSON
CHOCTAW	LAUDERDALE	SMITH
CLAIBORNE	LAWRENCE	STONE
CLARKE	LEAKE	SUNFLOWER
CLAY	LEE	TALLAHATCHIE
COAHOMA	LEFLORE	TATE
COPIAH	LINCOLN	TIPPAH
COVINGTON	LOWNDES	TISHOMINGO
DE SOTO	MADISON	TUNICA
FORREST	MARION	UNION
FRANKLIN	MARSHALL	WALTHALL
GEORGE	MONROE	WARREN
GREENE	MONTGOMERY	WASHINGTON
GRENADA	NESHOBA	WAYNE
HANCOCK	NEWTON	WEBSTER
HARRISON	NOXUBEE	WILKINSON
HINDS	OKTIBBEHA	WINSTON
HOLMES	PANOLA	YALOBUSHA
HUMPHREYS	PEARL RIVER	YAZOO

HEAVY CONSTRUCTION PROJECTS (including Water & Sewer Lines) excluding all work in conjuction with the Tennessee Tombigbee Waterway Project.

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

ADAMS	ISSAQUENA	PERRY
ALCORN	ITAWAMBA	PIKE
AMITE	JASPER	PONTOTOC
ATTALA	JEFFERSON	PRENTISS
BENTON	JEFFERSON DAVIS	QUITMAN
BOLIVAR	JONES	RANKIN
CALHOUN	KEMPER	SCOTT
CARROLL	LAFAYETTE	SHARKEY
CHICKASAW	LAMAR	SIMPSON
CHOCTAW	LAUDERDALE	SMITH
CLAIBORNE	LAWRENCE	STONE
CLARKE	LEAKE	SUNFLOWER
CLAY	LEE	TALLAHATCHIE
COAHOMA	LEFLORE	TATE
COPIAH	LINCOLN	TIPPAH

COVINGTON	LOWNDES	TISHOMINGO
DE SOTO	MADISON	TUNICA
FORREST	MARION	UNION
FRANKLIN	MARSHALL	WALTHALL
GEORGE	MONROE	WARREN
GREENE	MONTGOMERY	WASHINGTON
GRENADA	NESHOBA	WAYNE
HANCOCK	NEWTON	WEBSTER
HARRISON	NOXUBEE	WILKINSON
HINDS	OKTIBBEHA	WINSTON
HOLMES	PANOLA	YALOBUSHA
HUMPHREYS	PEARL RIVER	YAZOO

SUMS2001A

CONSTRUCTION DESCRIPTION: Heavy Construction (including Water & Sewer Lines) excluding all work in conjuction with the Tennessee Tombigee Waterway Project and Heavy Construction in Jackson County.

SUMS2001A 11/01/1980

	Rates	Fringes
BRICKLAYERS	8.00	
CARPENTERS	6.23	
CEMENT MASONS	5.15	
ELECTRICIANS	9.84	
IRONWORKERS	8.15	
LABORERS:		
Unskilled	5.15	
Pipelayers	5.15	
Drillers	5.15	
PAINTERS	7.00	
PLUMBERS	7.81	
POWER EQUIPMENT OPERATORS:		
Backhoe	5.56	
Bulldozer	5.38	
Crane	6.61	
Dragline	5.94	
Front End Loader	5.40	
Mechanic	8.15	
Motor Grader	5.25	
Scraper	5.15	
Oiler	5.51	

WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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.

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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:

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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:

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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 TN020016

General Decision Number TN020016 Superseded General Decision No. TN010016
State: Tennessee
Construction Type:
HIGHWAY
County(ies):

BEDFORD	GRUNDY	MCNAIRY
BENTON	HAMBLEN	MEIGS
BLEDSOE	HANCOCK	MONROE
BRADLEY	HARDEMAN	MOORE
CAMPBELL	HARDIN	MORGAN
CANNON	HAYWOOD	OBION
CARROLL	HENDERSON	OVERTON
CHESTER	HENRY	PERRY
CLAIBORNE	HICKMAN	PICKETT
CLAY	HOUSTON	POLK
COCKE	HUMPHREYS	PUTNAM
COFFEE	JACKSON	RHEA
CROCKETT	JOHNSON	ROANE
CUMBERLAND	LAKE	SCOTT
DE KALB	LAUDERDALE	SMITH
DECATUR	LAWRENCE	STEWART
DYER	LEWIS	TROUSDALE
FAYETTE	LINCOLN	VAN BUREN
FENTRESS	LOUDON	WARREN
FRANKLIN	MACON	WAYNE
GIBSON	MARSHALL	WEAKLEY
GILES	MAURY	WHITE
GREENE	MCMINN	

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

BEDFORD	GRUNDY	MCNAIRY
BENTON	HAMBLEN	MEIGS
BLEDSOE	HANCOCK	MONROE
BRADLEY	HARDEMAN	MOORE
CAMPBELL	HARDIN	MORGAN
CANNON	HAYWOOD	OBION
CARROLL	HENDERSON	OVERTON
CHESTER	HENRY	PERRY
CLAIBORNE	HICKMAN	PICKETT
CLAY	HOUSTON	POLK
COCKE	HUMPHREYS	PUTNAM
COFFEE	JACKSON	RHEA
CROCKETT	JOHNSON	ROANE
CUMBERLAND	LAKE	SCOTT
DE KALB	LAUDERDALE	SMITH
DECATUR	LAWRENCE	STEWART
DYER	LEWIS	TROUSDALE
FAYETTE	LINCOLN	VAN BUREN
FENTRESS	LOUDON	WARREN
FRANKLIN	MACON	WAYNE
GIBSON	MARSHALL	WEAKLEY
GILES	MAURY	WHITE

GREENE MCMINN
SUTN1019A 03/11/1992

	Rates	Fringes
BRICKLAYERS	8.84	
CARPENTERS	8.58	
CONCRETE FINISHER	8.35	
DRILL OPERATOR (Caisson)	13.98	
ELECTRICIANS	11.89	
IRONWORKERS:		
Reinforcing	8.41	
Structural	10.00	
LABORERS:		
GROUP 1	5.93	
GROUP 2	7.54	

LABORER CLASSIFICATIONS

GROUP 1:

Unskilled Laborer; Flaggers

GROUP 2:

Skilled Laborers: Air tool operator, Asphalt raker, Chain saw operator, Concrete Mixer Operator (Less than 1 yard), Concrete Rubber/Edger, Fence Erector, Form Setter (Steel Road), Guard Rail Erector, Mechanic’s Tender (Tire Changer or Oiler), Mortar Mixer, Nozzleman or Gun Operator (Gunite), Pipelayer, Sign Erector.

MECHANICS:		
Heavy Duty	9.00	
Light Duty	8.91	
PAINTER & SANDBLASTER	9.52	
POWDER PERSON (Blaster)	8.03	
POWER EQUIPMENT OPERATORS:		
GROUP 1	9.17	
GROUP 2	8.50	
GROUP 3	8.31	
GROUP 4	7.79	
GROUP 5	10.18	
GROUP 6	6.56	

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1:

Backhoe/Hydraulic Excavator (3/4 yard & over) Crane, End Loader (3 yards & over), Motor Patrol (Finish), Pile Driver, Dragline.

GROUP 2:

Backhoe/Hydraulic Excavator (Less than 3/4 yard), Bull dozer or Push dozer, End Loader (Less than 3 yards), Motor Patrol operator (Rough), Tractor (Crawler/ Utility), Scraper, Shovel, Trenching Machine.

GROUP 3:

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (Self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (Horizontal).

GROUP 4:

Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb machine (Automatic or Manual), Dozer or Loader Operator, (Stockpile), Drill Operator (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Distributor Machine, Ditch Paving Machine, Pump, Track Drill, Striping Machine Operator.

GROUP 5:

Sweeping Machine Operator

GROUP 6:

Farm Tractor Operator

TRUCK DRIVERS:

(2 or 3 axles)	7.37
(4 or 5 axles - heavy duty)	7.55

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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END OF GENERAL DECISION

General Decision Number TN020047

General Decision Number TN020047 Superseded General Decision No. TN010047
State: Tennessee
Construction Type:
FLOOD CONTROL
County(ies):
STATEWIDE
RIVER, HARBOR AND FLOOD CONTROL PROJECTS
FOR CONSTRUCTION OF ALL RIVER, HARBOR AND FLOOD CONTROL WORK ON
THE MISSISSIPPI RIVER AND TRIBUTATARIES - (EXCLUDING ANY
CONTRACTS FOR ANY PHASE OF CONSTRUCTION OF A LOCK AND DAM)
EXCEPT THE METROPOLITAN AREAS OF MEMPHIS

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):
STATEWIDE
SUTN2004A 09/01/1997

	Rates	Fringes
CARPENTERS	$5.80	
LABORERS:		
UNSKILLED	5.15	
REVETMENT & DIKES	5.15	
CHAIN SAW OPERATOR OR FILER	5.15	
AIR TOOL OPERATOR	5.15	
POWER EQUIPMENT OPERATOR:		
PILEDRIVER OPR., MECHANIC (HEAVY EQUIP.), CRANES, DERRICKS, DRAGLINES, WELDER, POWER SHOVELS & BACKHOES, MIXER (CONCRETE, 21 CU. FT. & OVER), ASPHALT PLANT OPR., TRENCHING MACHINE (OVER 18")	7.75	.05
BULLDOZER (FINISHER, PUSH CAT & ON BARGES), MOTOR PATROL FINISHER, SCRAPER & LIKE EQUIP., FRONT END LOADER, BACKHOE (TRACTOR MOUNTED) ASPHALT FINISHER OR SPREADING MACHINE, WELL POINT SYSTEM OPR., SELF PROPELLED LOADER (CONVEYOR TYPE)	6.95	.05
FIREMAN (HEAVY CONSTRUCTION), PILEDRIVER, LEADSMAN, WINCHMAN	5.90	.05
ASPHALT PLANT DRYER OPR., ASPHALT DISTRIBUTOR, ASPHALT ROLLER, BULL-DOZER (ROUGH, INCL. DISC, PLOW, OR ROLLER), MOTOR PATROL (HAUL ROADS), TRENCHING MACHINE (18" & UNDER), SELF-PROPELLED ROLLER (EXCEPT ASPHALT, END DUMP EQUIP. (OFF HIGHWAY), MIXER (CONCRETE UP TO 21 CU. FT.), BOTTOM DUMP EUCLIDS (AND LIKE EQUIPMENT)	5.35	.05
OILER, PUMP, GREASER, TRACTOR		

(FARM TYPE INCL. DISC, PLOW OR ROLLER)	5.15	.05
TRUCK DRIVERS:		
1 1/2 TONS OR LESS	5.15	
OVER 1 1/2 TONS	5.15	

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)).

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END OF GENERAL DECISION

SECTION 00100
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SECTION 00100
INSTRUCTIONS TO BIDDERS

CLAUSES INCORPORATED BY FULL TEXT

52.0-4019 PREAWARD INFORMATION

Each bidder shall, upon request of the Contracting Officer, furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution and giving such other information as will tend to show the bidder's ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

(a) The name and address of the office or firm under which such similar work was performed.

(b) A list of key personnel available for the instant project and their qualifications.

(c) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.

(d) A list of present commitments, including the dollar value thereof, and name of office under which work is being performed.

52.0-4047 SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to the solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly so to performance on the contract and are located in proximity to the actual construction location that it would be reasonable to include them.

52.0-4048 QUANTITY ESTIMATES

Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be obtained from the U S Army Engineer District Memphis, 167 North Main Street, Room 762, Memphis, Tennessee 38103-1894, telephone 901/544-3236, or visit our website at http://www.mvm.usace.army.mil/

It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimate be used as a basis of claim against the Government.

52.0-4049 CONDITIONS AFFECTING THE WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Solicitation, the specifications, or related documents.

52.0-4055 NEGOTIATIONS AFTER SEALED BIDDING

(a) This clause applies if after bid opening the Contracting Officer determines that all otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(b) The Government has the option to reject all bids received in response to the sealed bid advertisement and initiate negotiation. Negotiations will include soliciting offers from each responsible bidder that submits a bid in response to the solicitation.

(c) If after bid opening the Contracting Officer determines under (a) above that negotiations are in the best interest of the Government, the following steps will be followed:

(1) An amendment to the sealed bid advertisement will be issued to each responsible bidder changing the solicitation number to a request for proposal number. The amendment will also make any necessary changes to the scope of work.

(2) A cover letter signed by the negotiator will accompany the amendment explaining the procedures to be followed during negotiations.

(3) In the event there is only one responsible bidder under the initial sealed bid solicitation, cost or pricing data requirements set forth in FAR 15.804 will apply as will clause FAR 52.215-2, "Audit and Records - Negotiation".

52.0-4058 PROGRAM DATA

AUTHORITY: The work provided for herein is authorized by the Flood Control Act approved 15 JUN 1936, as amended.

52.0-4060 REVISION AND AMENDMENT TO SOLICITATION FOR BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation for Bids. If revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of new date for opening bids.

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

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

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

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

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

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

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

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

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

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

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

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

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

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

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

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

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

(End of provision)

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

submission.

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

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

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

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

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

52.214-22 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that $500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(End of provision)

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

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

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

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

(End of provision)

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

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

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

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

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

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery-Indefinite Quantity Construction contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of Provision)

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

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance

with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

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

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

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

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

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

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

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

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Chief, Contracting Division
ATTN: CEMVM-CT – Room 681
U.S. Army Engineer District, Memphis
167 North Main Street B202
Memphis, TN 38104-1894

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far
http://farsite.hill.af.mil

http://www.dtic.mil/dfars

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of"(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

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

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

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

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

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

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

(End of provision)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

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

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

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

END OF SECTION 00100

SECTION 00600
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SECTION 00600
REPRESENTATIONS & CERTIFICATIONS

CLAUSES INCORPORATED BY FULL TEXT

52.0-4031 CORPORATE CERTIFICATION

IF A BIDDER IS A CORPORATION OR IF CORPORATION IS PARTICIPATING IN A JOINT VENTURE, PLEASE COMPLETE THE FOLLOWING CERTIFICATION:

I, _____, certify that I am secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor; was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

_____
(Secretary)

IF A CORPORATION IS PARTICIPATING AS A JOINT VENTURE, ITS SECRETARY MUST SUBMIT A CERTIFICATE STATING THE CORPORATION IS AUTHORIZED TO PARTICIPATE.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror

must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds 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 on his or her behalf in connection with 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, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:._____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

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

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

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

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

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

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **234990** .

(2) The small business size standard is **$28,500,000.00** .

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

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

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

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

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

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

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained

by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

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

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

( ) Black American.

( ) Hispanic American.

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; 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) Notice.

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

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

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

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

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

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____

_____

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ $1 million or less

____ 51 - 100 ____ $1,000,001 - $2 million

____ 101 - 250 ____ $2,000,001 - $3.5 million

____ 251 - 500 ____ $3,500,001 - $5 million

____ 501 - 750 ____ $5,000,001 - $10 million

____ 751 - 1,000 ____ $10,000,001 - $17 million

____ Over 1,000 ____ Over $17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ $1 million or less

____ 51 - 100 ____ $1,000,001 - $2 million

____ 101 - 250 ____ $2,000,001 - $3.5 million

____ 251 - 500 ____ $3,500,001 - $5 million

____ 501 - 750 ____ $5,000,001 - $10 million

____ 751 - 1,000 ____ $10,000,001 - $17 million

____ 17 million

(End of provision)

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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [ ] It has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [ ] It has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) 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);

[ ] (ii) 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);

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

[ ] (iv) 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

[ ] (v) 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.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support

for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

END OF SECTION 00600

SECTION 00700
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SECTION 00700
CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 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) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(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.

(End of clause)

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

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

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

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

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

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

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

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in

conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under

the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

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

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

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

(End of clause)

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

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of

any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

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

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

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the 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)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

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

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

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

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

(1) The proposal for the modification;

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

(3) Pricing of the modification; or

(4) Performance of the modification.

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

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

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

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

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

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

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

(1) Based on adequate price competition;

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

(3) Set by law or regulation.

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

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

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

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

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

(1) the actual subcontract; or

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

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

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

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

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

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

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

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

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

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

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

(ii) An offset shall not be allowed if:

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

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

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

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

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

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

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

(2) be limited to such modifications.

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

(1) Based on adequate price competition;

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

(3) Set by law or regulation.

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

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

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through twelve (12) months after the date of award.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum stated amount , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the maximum limitation ;

(2) Any order for a combination of items in excess of the maximum limitation ; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to perform. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for miscellaneous repairs, and effective for 365 days from the date of issuance of the first delivery order. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the paragraph 1.63 “ORDERING”. The Contractor shall furnish to the Government, when and if ordered, work for the items specified.

(c) Except for any limitations on quantities in paragraph 1.64 “ORDERING LIMITATIONS”, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple locations.

(d) Any order issued during the effective period of this contract and not completed within

that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(e) The Contractor shall provide oral or written telecommunication notice to the designated Contracting Officer's Representative (COR) of the need to place any quantity for an item of a task order above the estimated quantity included for that item in the task order. The notice shall be provided at least seven (7) calendar days prior to the anticipated need for the additional quantity. The Contractor will be responsible for any impact on the completion of the work resulting from an untimely notice.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(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 (JAN 2002) ALTERNATE I (OCT 2001)

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

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

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

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

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except

that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

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

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

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

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

(vi) 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) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) 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, (iii) Service-disabled veteran-owned small business concerns; 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 in 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) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) 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, service-disabled 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, HUBZone 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, service-disabled 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, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled 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 service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

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

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

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

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-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)

52.222-3 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.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

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

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

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

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

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

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

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

its obligations.

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

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

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

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

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

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

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

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

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

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

(10) Encourage present minority and female employees to recruit minority persons and

women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and

failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

Executive and top management means any employee--

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

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

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

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

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

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

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

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

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

Special disabled veteran means--

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

(i) Rated at 30 percent or more; or

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

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

Veteran of the Vietnam era means a person who--

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

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

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

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

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

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.
(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the

Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular

group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

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

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

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans 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 the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled “Federal Contractor Veterans” Employment Report (VETS-100 Report)”.

(c) The Contractor shall submit VETS-100 Reports 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 between July 1 and August 31 of the year the report is due; or

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

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans 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--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

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

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

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract 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) though (b)(6) of this clause.

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

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

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (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).

52.225-5 TRADE AGREEMENTS (FEB 2002)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product--

(1) Means an article that--

(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at http://
www.customs.ustreas.gov/impoexpo/impoexpo.htm. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States--Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States--Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

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 end product means an article that--

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

(2) In the case of an article 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 article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

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

(2) In the case of an article 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 article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

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.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

(End of clause)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2002)

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The

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

Cost of components means--

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

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

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

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

52.228-1 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 $3,000,000.00, whichever is less.

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

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

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

(End of clause)

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

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

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

_____

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

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

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

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

Sincerely,

_____

[Issuing financial institution]

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

_____

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

_____

[Confirming financial institution]

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

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

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

_____

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

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

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

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

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

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

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

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

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

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

(End of clause)

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

52.232-5 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.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

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

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

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

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

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal

holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

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

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) 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 payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

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

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

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

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

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

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

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

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel

Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

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

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

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

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

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

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

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

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

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

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

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

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

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

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts 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. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

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

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

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

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

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

involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

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

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (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.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

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) – ALTERNATE I (NOV 1991)

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

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

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

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

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

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

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

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

(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.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

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.

52.236-26 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.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000

($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for

reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or 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 the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of 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.

(End of clause)

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.

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

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

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

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

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

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

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

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

(1) Requires a change to this, the instant contract, to implement; and

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

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

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

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

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

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

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

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

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept

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

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

"These data, furnished under the Value Engineering--Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted

as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

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.

52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (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. Upon receipt of the notice, if title to property is vested in the Contractor under this contract, it shall revest in the Government regardless of any other clause of this contract, except for property that the Contractor disposed of by bona fide sale or removed from the site.

(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 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 has 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 because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of settlement costs, 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 amended 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 the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on 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 section 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 amount of 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) Preservation and protection of property under subparagraph (b)(8) of this clause.

(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 within the time provided in paragraph (e) or (l) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (e), (g), or (l) of this clause, the Government shall pay the Contractor (1) the amount determined by the Contracting Officer, if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an 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 cost 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.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far
http://farsite.hill.af.mil
http://www.dtic.mil/dfars

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A

(End of clause)

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 DoD FAR Supplement (48 CFR Chapter 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.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to

make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (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.(NOV 2001)

(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)

252.209-7004 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.

252.219-7003 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)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.225-7031 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)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

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

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7006 COST LIMITATION (JAN 1997)

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

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

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

(d) Offers may be rejected which--

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

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

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

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

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

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

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.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

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

(End of clause)

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

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

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)

END OF SECTION 00700

INDEFINITE DELIVERY, INDEFINITE QUANTITY
MISCELLANEOUS REPAIRS

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

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INDEFINITE DELIVERY, INDEFINITE QUANTITY
MISCELLANEOUS REPAIRS

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984). The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives each task order, (b) prosecute the work diligently, and (c) complete the entire work ready for use within the time specified in each task order. The time for completion of each task order issued will be based on the following criteria. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

a. Contractor shall work ten hours per day (10 hrs/day), six days per week (6 days/week). In computing the time for completion of each task order, the items of work below will be considered non-concurrent activities.

b. Production Rates

Mobilization	Five (5) days
Remobilization	20 MI/day
Clearing and Grubbing	1 AC/day
Excavation	700 CY/day
Geogrid Embankment Material	600 CY/day
Geotextile (Filter Fabric)	600 SQ/day
Culvert Placement	150 LF/day
Compacted Backfill	600 CY/day
Semi-compacted Backfill	600 CY/day
Aggregate Surfacing	500 TN/day
Filter Material	500 TN/day
Riprap	750 TN/day
Grout	70 CY/day
Turfing	1 AC/day
Clean-up	Three (3) days

c. Anticipated weather delays will be added to the time for each task order as specified in paragraph 1.28.

1.2 EXCLUSION PERIODS IN COMPUTING COMPLETION SCHEDULES. No work will be required during the period between 1 January and 30 April, inclusive. This period will not be considered in computing the time allowed for completion of each task order in accordance with paragraph 1.1 above. The Contractor may, however, perform work during all or any part of the

non-work period provided that he has received prior approval therefor, in writing, from the Contracting Officer. In the event that the Contractor's operations are suspended at the beginning of or during this period, the Contracting Officer reserves the right to direct the Contractor to restore the work area to at least the level of flood protection existing prior to the Contractor's operations in the area, in accordance with the procedures of paragraph 1.50 or 1.53 as applicable, all at no additional cost to the Government.

1.3 LIQUIDATED DAMAGES-CONSTRUCTION (SEP 2000).

a. If the Contractor fails to complete the work of a task order within the time specified in the task order, the Contractor shall pay liquidated damages to the Government in the amount of $ 375.00 for each calendar day of delay for the task order until the work of the task order 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. (FAR 52.211-12)

1.4 EXCEPTION TO LIQUIDATED DAMAGES. The requirements of Section 02936 – Establishment of Turf are exempt from liquidated damages.

1.5 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000).

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

b. The Contractor shall--

(1) Check all drawings immediately upon receipt;

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

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

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

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

c. In general—

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

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

d. Generic sketches for levee slide repairs and lateral drain repairs are incorporated in this specification. See paragraph f below for the list of maps and sketches.

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

f. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

INDEFINITE DELIVERY, INDEFINITE QUANTITY
MISCELLANEOUS REPAIRS

INDEX TO DRAWINGS

TITLE	DRAWING NUMBER
Memphis District Map	1
Area Map, Area I (Illinois)	2
Area Map, Area II (Missouri)	3
Area Map, Area III (Arkansas)	4
Area Map, Area IV (Kentucky)	5
Area Map, Area V (Tennessee)	6
Area Map, Area VI (Mississippi)	7
Riprap Protection at Open Drains (Plan)	Sketch A
Riprap Protection at Open Drains (Profile)	Sketch B
Slide Repair – Side Slope (Geogrid Restoration)	Sketch C
Slide Repair – Side Slope (Geogrid Restoration)	Sketch D
Slide Repair – Crown and Side Slope (Geogrid Restoration)	Sketch E
Culvert and Riprap Installation Plan	Sketch F
Inlet Ditch Riprap Installation Plan	Sketch G

(DFARS 252.236-7001)

1.6 PHYSICAL DATA (APR 1984). Data and information furnished or referred to below are for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. Physical Conditions. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by aerial photographs and topographic surveys.

b. Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service. Also see paragraph 1.28, "Time Extensions for Unusually Severe Weather".

c. Additional Data. Additional data consisting of cross sections, river stage records and records of borings may be available for inspection at the U.S. Army Engineer District, Memphis, Tennessee. (FAR 52.236-4)

1.7 RIGHTS-OF-WAY.

a. The rights-of-way and easements for the work to be constructed under this contract within the limits indicated on the drawings will be provided by the Government without cost to the Contractor. However, the Contractor shall make his own arrangements with the appropriate owners or organizations for transporting his equipment across, over or under railroad tracks, highways, bridges, private property, and utility lines and shall provide at his own expense any additional right-of-way or easements required to effect such crossings, including insurance requirements of owners. Limits of right-of-way which will be provided by the Government are as indicated on the drawings.

b. The Contractor shall, upon reasonable notice, without expense to the Government and at any time during the progress of the work when not being actively used for contract operations, promptly vacate and clean up any part of the Government grounds that have been allotted to or have been in use by him when directed to do so by the Contracting Officer.

c. The Contractor shall not obstruct any existing roads on the lands controlled by the United States except with the permission of the Contracting Officer, and shall maintain such roads in as good condition as exists at the time of commencement of the work.

d. Any additional right-of-way required for access or for the Contractor's method of operation must be obtained by and at the expense of the Contractor. The Contractor shall submit written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the rights-of-way, prepared and executed in accordance with the laws of the States of Illinois, Missouri, Arkansas, Kentucky, Tennessee and/or Mississippi, as applicable. If temporary rights are obtained by the Contractor, the period of time shall coincide with paragraph 1.1, "Commencement, Prosecution, and Completion of Work", of the SPECIAL CONTRACT REQUIREMENTS, plus a reasonable time for any extension granted for completion of the work. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of rights-of-way other than those rights-of-way furnished by the Government.

e. The Contractor shall repair, at his own expense, any and all damage to the existing roads when such damage is a result of his operations on this contract. The Contractor shall also replace, at his own expense, any and all surfacing displaced or damaged by his operations on this contract. The repairs and/or replacement shall be done to the satisfaction of the Contracting Officer.

1.8 LAYOUT OF WORK.

a. The Government will provide layout information with each task order for the work to be accomplished by each task order.

b. From the information provided, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the baselines and bench marks established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

1.9. QUANTITY SURVEYS (APR 1984). (NOT USED)

1.10 QUANTITY SURVEYS-ALTERNATE I (APR 1984).

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236-16)

d. Quantity surveys as used in this clause means a topographical survey accomplished by ground methods requiring the use of a total station instrument with the display output recorded and stored in an electronic field book for further calculations in a computer. The Contractor shall furnish the electronic data in an Intergraph or PacSoft format to the Contracting Officer.

e. Quantity Survey Method. The cross-section method shall be used to obtain topography. Cross-section spacing will depend upon the terrain but shall not exceed 100 feet. All breaks in slope shall be recorded along the cross-section with a maximum distance 25 feet between observations.

f. Quantity Survey Limits. After clearing of vegetation and trees, the topographic survey shall extend to 50 feet beyond the limits of work or to the right-of-way limits as shown on the drawings.

1.11. PROGRESS CHART. (NOT USED)

1.12 SAFETY-RELATED SPECIAL REQUIREMENTS. ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE LATEST VERSION OF U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS IN EFFECT ON THE DATE OF THE SOLICITATION. NO SEPARATE PAYMENT WILL BE MADE FOR COMPLIANCE WITH EM 385-1-1, NOR FOR COMPLIANCE WITH ANY OF THE OTHER SAFETY-RELATED SPECIAL REQUIREMENTS.

a. Accident Investigations and Reporting. Refer to EM 385-1-1, Section 1. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his representative within one working day after the accident occurs. Copies of ENG Form 3394 will be furnished the Contractor upon request to the Area Office.

b. Accident Prevention Program. Refer to the CONTRACT CLAUSE entitled, "Accident Prevention (Alternate I)". Within 21 calendar days after receipt of Notice of Award of the contract, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and approval. The program shall be prepared in the following format:

(1) An executed LMV Form 358R, Administrative Plan (available upon request).

(2) An executed LMV Form 359R, Activity Hazard Analysis (available upon request).

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on LMV Form 414R, Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)

The Contractor shall not commence physical work at the site until the program has been approved by the Contracting Officer, or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Activity Hazard Analysis for only the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

c. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting actions. Each report will include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations or areas inspections were made.

(3) Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

d. Machinery and Mechanized Equipment. Machinery and mechanized equipment used under this contract shall comply with the following:

(1) When mechanized equipment is operated on floating plant, the Contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, track hoes, and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

(2) The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(a) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(b) Stability tests are required if:

(i) There is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) There has been a change in the boom or other structural members; or

(iii) There has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs) shall then be calculated by multiplying the horizontal distance (in ft) from the center of rotation of the machine to the test load, times the test load (in lbs). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, a curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 110 percent of the manufacturer's maximum rated capacity.

(c) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

(3) Performance tests shall be performed in accordance with Section 16 of EM 385-1-1. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(4) Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines. Specific inspections and their frequencies are listed on the appropriate checklists noted below. Results of inspections and tests for cranes shall be recorded on the Safety Inspection Check List, LMV Form 326R (available upon request), and inspection results for draglines shall be recorded on LMV Form 373R (available upon request). Copies of the inspections and tests shall be available at the jobsite for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

(5) A complete dragline inspection shall be made:

(a) At least annually;

(b) Prior to the dragline being placed in operation; and

(c) After the dragline has been out of service for more than six months.

e. Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing entitled "Safety Sign", included at the end of these Special Contract Requirements. The lettering shall be black and the background white. When placed on floating plant, the sign may be half size. Upon request, the Government will furnish a decal of the Engineer Castle. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current.

f. Means of Escape for Personnel Quartered or Working on Floating Plant. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 in. by 36 in.) which leads to a different exit route. Refer to Section 19 of EM 385-1-1.

g. Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with paragraph 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapter I, Part 97, 1 Oct 92 (CG 257).

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 97.13-15 (c through e) of the reference cited in (a) above.

(c) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

1.13. BASIS FOR SETTLEMENT OF PROPOSALS (JAN 1997). Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate. (EFARS 52.249-5000)

1.14 CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of material with specification requirements shall be executed in four (4) copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the test to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.15 CONTRACTOR'S CERTIFICATE. Each submittal of shop drawings and materials data shall be accompanied by a certificate, signed by the head of the Quality Control Organization of the prime Contractor, that the prime Contractor has reviewed in detail all shop drawings and materials contained in the submittal and that they are correct and in strict conformance with the contract drawings and specifications except as may be otherwise explicitly stated. The Government will first check for the Contractor's certificate and then review and render approval action or indicate disapproval in those cases where contract requirements are not fulfilled.

1.16. SHOP DRAWINGS. (NOT USED)

1.17 AS-BUILT DRAWINGS. The Contractor shall maintain three (3) full-size sets of the Contract drawings depicting a current record of the work as actually constructed. One set is for the Contractor's use and two for the Government's use. These working as-built drawings/red-line mark-ups may be manually or electronically generated using the construction plans. These working as-built drawings shall be reviewed at least monthly with the Contracting Officer, prior to the Contractor submitting a request for progress payment. Both shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. Upon completion of the work and not later than 60 days from acceptance, the Contractor shall deliver a complete final set of the as-built red-line marked-up plans depicting the construction as actually accomplished. The final as-built drawings shall be identified as such by marking or stamping them with the words "AS-BUILT DRAWINGS" in letters at least 3/16" high. Those drawings where no change is involved shall be marked or stamped "AS-BUILT, NO CHANGE". Compliance and delivery of the final as-built drawings will be enforced through the approval of final payment. Also, the quality of the final as-built drawings will be reflected in the Contractor's performance evaluation.

1.18 DAMAGE TO WORK. The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE entitled "Permits and Responsibilities". However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, tornado, or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to the CONTRACT CLAUSE entitled "Changes" will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense regardless of the cause of such damage.

1.19 NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK. At least five (5) days before beginning work on a task order, the Contractor shall notify the appropriate Area Engineer as identified on the task order. The area engineers are:

Mr. Donald R. Tutor, Area Engineer, Wynne Area Office
1932 N. Falls Boulevard
P.O. Box 729
Wynne, Arkansas 72396-0729
Telephone No. 901-544-3856 or 870-238-7983

Mr. Stephen P. Shankle, Area Engineer, Caruthersville Area Office
706 Harry S. Truman Boulevard
Caruthersville, Missouri 63830-1268
Telephone No. 901-544-3074 or 573-333-1043

COLLECT CALLS WILL NOT BE ACCEPTED.

1.20 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995).

a. This clause does not apply to terminations. See SPECIAL CONTRACT REQUIREMENT entitled, "Basis for Settlement of Proposals" and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Regions II, III and V. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(2)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization

under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. (EFARS 52.231-5000)

NOTE: THE CONTRACTOR MAY PURCHASE THE EQUIPMENT MANUAL FROM THE GOVERNMENT PRINTING OFFICE. THE GOVERNMENT PRINTING OFFICE TELEPHONE NO. IS 202-512-1800 and THE INTERNET ADDRESS IS http://www.pls.com:8001/his/cfr.html.

1.21 RETESTING OF CONSTRUCTION MATERIALS. Unless otherwise specified, where the Technical Specifications state that tests will be performed at the expense of the Government, the cost of only the initial test will be borne by the Government. Any retesting due to failure of the materials to meet the requirements in the initial test or any retesting requested by the Contractor shall be performed at the Contractor's expense. The retests shall be at laboratories approved by the Contracting Officer. The costs of retests made at Government laboratories will be deducted from the total amount due the Contractor.

1.22 VEHICLE WEIGHT LIMITATIONS. Vehicle weight limitations for operation on roads, streets, and bridges may affect the prosecution of work under this contract. The Contractor will be responsible for obtaining all necessary licenses and permits in accordance with the CONTRACT CLAUSE entitled "Permits and Responsibilities".

1.23 OBSTRUCTIONS.

a. Utilities. All utilities located at the site are to remain in place and operative during the construction. The exact location, depth, and height of utilities shown on drawings shall be verified in the field by the Contractor. At least ten (10) days before beginning work in the vicinity of a utility, the Contractor shall call the appropriate "Call Before You Dig" number listed below. The Contractor shall exercise special care when working in the vicinity of utilities to prevent damage thereto or injury to the Contractor's employees or others. Any damage to the utilities or interruptions of service occasioned by the Contractor's operations shall be repaired and the service restored promptly at his expense.

In the event the Contractor elects to have utilities relocated for his own convenience, he shall make his own arrangement with utility owners for the rerouting and replacement to their permanent location after completion of the work adjacent thereto. All costs associated with utility relocation for the Contractor's convenience shall be at his expense.

CALL BEFORE YOU DIG NUMBERS

Arkansas	1-800-482-8998
Illinois	1-800-892-0132
Kentucky	1-800-752-6007
Mississippi	1-800-227-6477
Missouri	1-800-344-7483
Tennessee	1-800-351-1111

b. Gas Line. Except for the placement of stone protection over any gas line, the gas line shall not be disturbed in any way, and any damage thereto shall be the responsibility of the Contractor. The Contractor shall notify the Contracting Officer, and the owner, in writing, at least 10 days prior to any work within 100 feet of the gas line.

c. Existing Fences and Cattle Guards. Existing fences and cattle guards within the work limits will be removed, if necessary, by others as the construction progresses. The Contractor shall notify the appropriate Area Engineer as designated on each task order at least 10 days prior to the date the removal of fences and cattle guards at each separate location will be required. The Contractor shall cooperate fully with the local officials with respect to the removal of fences and cattle guards. Any unwarrantable damage to the fences and cattle guards occasioned by the Contractor's operations shall be repaired at his expense.

d. Mile Posts and Stage Gages. The Contractor shall, when necessary to perform the work under this contract, remove all levee mileposts and stage gages encountered within the work limits. After completion of the work, the Contractor shall reinstall the levee mileposts at their proper location and shall reset the stage gages at their correct elevations. Survey notes and records attesting to the locations and elevations of the mileposts and gages shall be furnished to the Contracting Officer. The Contractor shall be responsible for any damage to mileposts and gages caused through his fault or negligence. No separate payment will be made for the removal and restoration of mileposts and gages, and all cost incurred by this clause shall be considered an incidental expense of the Contractor.

1.24 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). When required for a task order, and to comply with the General Permit of the NPDES, the Contracting Officer will file a Notice of Intent (NOI) with the State in which the work will be performed. In addition, the Storm Water Pollution Prevention Plan (SWPPP) required by the General Permit will be prepared and included with the applicable task order. The Contractor shall adhere strictly to the erosion control provisions of SWPPP and Section 01130 - ENVIRONMENTAL PROTECTION to minimize sediment discharge into nearby water courses to the maximum extent practicable. Furthermore, the Contractor and all subcontractors shall sign the certification contained in the SWPPP. The Contractor shall maintain the SWPPP on the construction site at all times. The SWPPP shall take precedence over the technical specifications. Should the Storm Water Pollution

Prevention Plan (SWPPP) required by the permit add requirements in addition to those of Section 01130, the additional cost will be compensated by a modification under the Changes Clause.

1.25 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 fifteen (15) 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. (FAR 52.236-1)

1.26 CONTINUING CONTRACTS (MAR 1995).

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments Under Fixed-Price Construction Contracts" clause or any other clause of this contract.

b. The sum of $ 30,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs "f" and "i" below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefor.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFARS 52.232-5001)

1.27. ACCEPTANCE SECTIONS. (NOT USED)

1.28 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 1989).

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (6) DAY WORK WEEK

AREAS I, II and IV (IL, MO and KY)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(14)	(11)	(6)	(4)	(4)	(4)	(2)	(2)	(2)	(3)	(5)	(12)

AREAS III and V (AR and TN)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(9)	(6)	(5)	(5)	(4)	(3)	(3)	(1)	(2)	(2)	(4)	(8)

AREA VI (MS)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(8)	(5)	(4)	(3)	(4)	(3)	(2)	(1)	(2)	(4)	(9)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "Default (Fixed-Price Construction)". (ER 415-1-15, Appendix A)

1.29 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991).

a. The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60) percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining forty (40) percent upon completion of demobilization.

b. The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs a(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of--

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph b(1) of this clause is not subject to appeal. (DFARS 252.236-7004)

1.29A REMOBILIZATION. When a task order requires the Contractor to move equipment from the initial site to other sites within the same area, the Contractor will be paid for remobilization at the unit bid price for the work area. The distance will be measured in miles from one site to the next in the order of performance dictated by the task order.

1.30 STONE SOURCES.

a. Stone meeting the requirements of these specifications has been produced from the sources listed below:

Name of Firm	**Name of Quarry**	**Location**	**Certification Date**
Brickeys Stone, LLC	Old Menefee	Bloomsdale, MO	1997
Martin Marietta Aggregates	Three Rivers	Smithland, KY	1996
Meridian Aggregate Co.	Valley Stone	Black Rock, AR	1995
Pine Bluff Sand and Gravel Co.	River Mountain	Delaware, AR	1996

Tower Rock Stone Co.	Bussen	St. Genevieve, MO	1995
Tower Rock Stone Co.	Gray's Point	Scott City, MO	1995
Vulcan Materials Co.	Gilbertsville	Lake City, KY	1996
Vulcan Material Co.	Cherokee Quarry	Cherokee, AL	2000
Hoover Incorporated	Allsboro Quarry	Midway, MS	2000
Southern Ready Mix	Pride	Tuscumbia, AL	1999
Souter Construction Co.	Big Rock Quarry	Little Rock, AR	2000
Souter Construction Co.	Hollywood Quarry	Hollywood, AR	2000
McGeorge Corporation	Granite Mountain Quarry #1	Sweet Home, AR	2000
McGeorge Corporation	Granite Mountain Quarry #2	Sweet Home, AR	2000

b. Stone may be furnished either from any of the listed sources or from any other sources designated by the Contractor and accepted by the Contracting Officer, subject to the conditions hereinafter stated.

c. After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish stone. If the Contractor proposes to furnish stone from a source or sources not listed above, he may designate only a single source for stone. Samples for acceptance testing shall be provided as required in the Technical Specifications. If a source for stone so designated by the Contractor is not accepted by the Contracting Officer for use, the Contractor may not propose other sources but shall furnish the stone from a listed source at no additional cost to the Government.

d. Acceptance of a source of stone shall not be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. Materials produced from a listed source shall meet all the requirements of the Technical Specifications.

1.31. FIELD OFFICE BUILDING. (NOT USED)

1.32 SUBMITTALS. Payment will not be made for any material or equipment which does not comply with contract requirements. An original and four (4) copies of all submittals shall be furnished the Contracting Officer. A completed submittal form, ENG Form 4025-R, shall accompany all submittals. Copies of ENG Form 4025-R will be furnished the Contractor upon request.

1.33 HAUL ROADS. Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

a. One-way haul roads for off-the-road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 feet. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of

15 feet. When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 feet may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman, and an effective means of speed control.

b. Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 feet. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30 feet.

c. Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

d. Grades and curves shall allow a minimum sight distance of 200 feet for one-way roads and 300 feet for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 feet above the road surface) can see an object 4.5 feet above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

e. Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 feet.

f. Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 feet on curves and 200 feet maximum elsewhere. Such markers shall extend 6 feet above the road surface and for nighttime haulage be provided with reflectors in both directions.

1.34 TEMPORARY PROJECT FENCING. Temporary project fencing as required by Paragraph 04.A.04 of EM 385-1-1 may be required on individual task orders and will be placed by the Contractor..

1.35 MAINTENANCE OF TRAFFIC. (NOT USED)

1.36 COOPERATION WITH OTHERS. Close cooperation between the Contractor's personnel and all other personnel within the right-of-way limits will be required. In the event of controversy between the Contractor's personnel and other personnel, the Contracting Officer's decision will be final; however, if the Contractor is in disagreement with the decision, the matter may be pursued under the CONTRACT CLAUSE entitled "Disputes".

1.37. HOURS OF WORK. (NOT USED)

1.38 SUNDAY, HOLIDAY AND NIGHT WORK. Sunday and Holiday work will be at the option of the Contractor, but night work will not be permitted unless otherwise authorized by the Contracting Officer.

1.39. SECURITY REQUIREMENTS. (NOT USED)

1.40 INSURANCE REQUIREMENTS FOR WORK ON GOVERNMENT PROPERTY.

a. In accordance with the CONTRACT CLAUSE entitled "Insurance - Work on a Government Installation", the Contractor shall procure and maintain during the entire performance period of this contract insurance of at least the minimum amounts set forth below:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	$100,000 or statutory
Comprehensive:	
General Liability	$500,000 per occurrence
Automobile Liability:	
(1) Bodily Injury	$200,000 per person $500,000 per occurrence
(2) Property Damage	$ 20,000 per occurrence

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written evidence of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer.

1.41 STORAGE OF EQUIPMENT AND MATERIALS. Storage of the Contractor's equipment and materials shall be at those areas within the rights-of-way designated by the Contracting Officer.

1.42 WARRANTY OF CONSTRUCTION (MAR 1994).

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

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

acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

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

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

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

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

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

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

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

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

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

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

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

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

j. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

1.43 UTILITY SERVICES. The Contractor shall provide at the site for all work under this contract, the necessary utility services needed for completion of work under this contract.

1.44. COMMERCIAL WARRANTY. (NOT USED)

1.45. PAYMENT FOR MATERIAL STORED OFFSITE. (NOT USED)

1.46. WORK IN QUARANTINED AREA. (NOT USED)

1.47 WORK ON OR ADJACENT TO RAILROAD PROPERTY. In the event that the Contractor is required to work on or adjacent to a railroad track, equitable adjustments in costs made necessary by the requirements of this paragraph shall be negotiated and made by the Government. Inasmuch as this contract may involve work on or about the premises of railroad track, the Contractor shall coordinate and cooperate with the Railroad as follows:

a. Notify the Contracting Officer, in writing, at least 10 days in advance of commencing work adjacent to or on or under the Railroad property and obtain approval from the Contracting Officer as to the Contractor's methods of construction and operation.

b. Prior to any work being performed on the railroad or railroad property, the Contractor shall give notice, written and/or oral to the General Manager of the Railroad, at least twenty-four (24) hours in advance of the time the work is to be performed.

c. The Contractor shall so arrange and conduct his work so that there will be no interference with railroad operations, including train, signal, telephone, and telegraphic services, or damage to the property of the Railroad, or to poles, wires, and other facilities of tenants on the right of way of the Railroad. The Contractor shall store materials so as to prevent trespassers from causing damage to trains, or railroad property.

d. Should conditions arising from or in connection with the work require that immediate and unusual provision be made to protect train operation and property of the Railroad, it shall be a part of the required service by the Contractor to make such provision and if, in the judgement of the Contracting Officer such provision is insufficient, the Contracting Officer may at the expense of the Contractor require or provide such provision as may be deemed necessary. The Contractor shall take special precaution and care in connection with excavating, shoring, and pile driving adjacent to track to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and avoid obstructing track clearances with working equipment, tools or other material.

e. If the Contractor desires access across the Railroad right of way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the Railroad will permit such Contractor access across said right of way and track provided the Contractor first executes a license agreement satisfactory to the Railroad, and agrees to install, maintain, provide insurance, and remove at his expense any temporary grade crossing, and bear flagging expense, or other costs which the Railroad deems necessary for protection of its property and operations. The Contractor shall at no time cross the Railroad's right of way and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established.

f. Worktrain service may be available from the railroad upon request from the Contractor. Rates may be obtained from the General Manager specified in paragraph (b) above.

g. The Contractor shall obtain the anticipated train schedule from the proper railroad authorities and shall coordinate his work in accordance therewith. The Contractor shall be allowed free use of the track area during the periods when trains are not otherwise scheduled to run. Penalties caused by delays, obstruction, etc., shall be borne by the Contractor.

h. No charge or claims of the Contractor against the Railroad will be allowed for hindrance or delay on account of railroad traffic, any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special clauses.

i. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.

j. The Contractor will, at all times during the period of construction, keep the Railroad's track and roadbed free of earth, mud, rocks, materials, or debris that might be caused to accumulate thereon during progress of the work. Material and equipment shall not be stored where they will interfere with railroad operations, nor on the right-of-way of the Railroad without first having obtained permission from the Railroad and such permission will be with the understanding that the Railroad will not be liable for damage to such materials and equipment from any cause and that the Railroad may move, or require the Contractor to move, at the Contractor's expense, such material and equipment. In order to minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

k. The Contractor shall provide railroad certified flagmen and other protective services as necessary for the protection of railway traffic and property and for those engaged on the work. In general, the requirement of such services will be whenever the Contractor's men or equipment are, or are liable to be, working within specified track clearances.

l. The Contractor will reimburse the Railroad directly for all cost of flagging which is required for this work.

m. The Contractor shall give a minimum of 72 hours advance notice to the Railroad's Engineer for flagging service. No work shall be undertaken until the flagman, or flagmen, are at the job site.

n. The Contractor shall be required upon completion of the work to remove from within the limits of the Railroad's right of way, any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, false work, rubbish or temporary buildings of the Contractor, and to leave the right of way in a neat condition.

o. The Contractor shall take care not to foul the tracks thereby causing a hazard during the approach or passing of a train.

(1) An operating track shall be considered fouled and subject to hazard when any object is brought closer than eight (8) feet to the centerline of the track.

(2) A signal line or communication line shall be considered fouled and subject to hazard when any object is brought closer than four (4) feet to any wire or cable.

(3) An electrical supply line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire of the line.

(4) Cranes, trucks, power shovels or any other equipment shall be considered as fouling a track, signal line communication or electric supply line when working in such position that failure of equipment with or without lead could foul the track, signal line, communication or electric supply line.

(5) Railroad operations will be considered subject to hazard when explosives are used in the vicinity of Railroad premises, or during the driving or pulling of sheeting adjacent to a track, or when erecting structural steel across or adjacent to a track, or when operations involve swinging booms or chutes that could in any way come nearer than fifteen (15) feet to the centerline of a track or when erection or removal of staging, false work, or forms fouls a track or wire line.

p. In the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum side clearance of twelve (12) feet from the centerline of the track. This clearance shall be maintained during the passage of trains.

q. The Contractor shall comply with all applicable Federal, State, and local safety and health laws regarding work performed on railroads and railroad property.

1.48 INSURANCE REQUIREMENTS FOR WORK ON OR ADJACENT TO RAILROAD PROPERTY. In the event that the Contractor is required to work on or adjacent to a railroad track, equitable adjustments in costs made necessary by the requirements of this paragraph shall be negotiated and made by the Government. The Contractor shall furnish evidence of Workmen's Compensation coverage and maintain at all times during work on any Railroad property: (A) Contractor's Public Liability and Property Damage Liability Insurance, including automobile coverage, with limits of $2,000,000/$6,000,000 as to public liability and $2,000,000/$6,000,000 as to property damage liability; (B) If subcontractors are involved, Contractor's Protective Public Liability and Property Damage Liability Insurance, including automobile coverage, with the same limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits of $2,000,000/$6,000,000 as to public liability and $2,000,000/$6,000,000 as to property damage liability. The Railroad Protective policy shall name the applicable Railroad as the insured and contain an endorsement in the form prescribed for State or Federal highway projects for railroad protective liability. The Contractor shall furnish to the applicable railroad, and to the Contracting Officer, the Railroad Protective policy and certificates evidencing the other insurance coverage required above. The Railroad Protective Policies and all insurance certificates shall be subject to the applicable railroad's approval before any work may be started on the railroad's property by the Contractor or his subcontractors. In addition, the Contractor shall furnish evidence of his commitment by the insurance company to notify the railway and the Contracting Officer in writing of any material change, expiration, or cancellation of the policy not less than 30 days before such change, expiration, or cancellation is effective.

1.49. CONTROL OF WATER LEVELS. (NOT USED)

1.50 FLOOD EMERGENCY.

a. In the event that a threat of flood is considered to exist or to be impending during work under this contract, the Contractor, if ordered, shall perform emergency operations as directed, and an equitable adjustment in the contract price will be made in accordance with the CONTRACT CLAUSE entitled "Changes" on account of the additional work required.

b. Should the Contractor, after specific notification by the Contracting Officer that a flood emergency is considered to exist, or to be impending, fail to complete, without delay, the emergency operations as specified in paragraph a above, or should the flood emergency be of such nature that, in the opinion of the Contracting Officer, the Contractor is unable to complete the required emergency operations in time, the Contracting Officer shall have the right to prescribe the location and the order of work by the Contractor for the duration of the flood emergency and to employ the necessary equipment and perform all or any part of such work or to cause all or any part of such work to be performed by others. No payment will be made to the Contractor for any work by the Contracting Officer or by others under the terms of this subparagraph or for added expense to the Contractor occasioned by construction difficulties arising from operations of the Contracting Officer or others under the terms of this subparagraph.

c. The right is reserved by the Contracting Officer to suspend the Contractor's operations for such period or periods of time during threat of impending flood or flood emergency as may be necessary. Intervals during which work is suspended by order of the Contracting Officer under the provisions of this paragraph will not be counted as part of the contract period.

1.51. PATENTS, PROPRIETARY RIGHTS. (NOT USED)

1.52. PROTECTION OF MATERIALS AND WORK. (NOT USED)

1.53 EXISTING FLOOD PROTECTION. The Contractor shall conduct the construction of all work under this contract in such manner that existing flood protection within the limits of the existing embankments is maintained at all times. The embankments shall not be disturbed except as necessary to perform the work. When the work under this contract is completed, flood protection within such areas shall be at least equal to that existing before start of construction.

1.54. FINAL ACCEPTANCE. (NOT USED)

1.55. OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991). (NOT USED)

1.56. DREDGE SIZE. (NOT USED)

1.57. SIGNAL LIGHTS. (NOT USED)

1.58. INSPECTION. All work to be performed under this contract shall conform to the requirements of these specifications and shall be approved by the Contracting Officer. The presence of Government personnel shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with these specifications.

1.59 DESIGNATED BILLING OFFICE. The designated billing office for this contract shall be either the Wynne Area Office, 1932 N. Falls Boulevard, P.O. Box 729, Wynne, Arkansas 72396-0729 or Caruthersville Area Office, 706 Harry S. Truman Blvd, Caruthersville, Missouri 63830-1268 and shall be designated on each task order.

1.60 YEAR 2000 COMPLIANCE. (NOT USED)

1.61 PROTECTION OF TRAFFIC. The Contractor shall provide, erect and maintain barricades, warning signs, lanterns or torches or other safety devices and, when necessary, provide flagmen for the protection of traffic in the work area to the satisfaction of the Contracting Officer. The Contractor shall remove such safety devices after the completion of work and/or when approved by the Contracting Officer.

1.62 CONTRACT ADMINISTRATION DATA.

a. Invoicing Data. Payment will be made on a task order basis. Final payment will only be made to the Contractor after the work, defined by each task order, is completed and accepted by the Government. Progress payments, if deemed necessary, will be made as specified in paragraph 1.10 above.

b. Payment. Payment to the Contractor will be made by:

Finance Center
Millington, TN

c. Invoices. The Contractor shall submit an original and three copies of all invoices direct to the Area Engineer at the appropriate Area Office designated on each task order. All invoices shall reflect the contract number and the appropriate task order number and each invoice shall be certified by the Contractor as being true, complete and accurate. CAUTION! Failure by the Contractor to submit invoices as specified may delay any payment due, and shall be at the Contractor's own risk.

1.63 ORDERING (OCT 1995).

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through twelve (12) months after the date of award.

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

c. If mailed, a task order is considered "issued" when the Government deposits the task order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. (FAR 52.216-18)

1.64 ORDER LIMITATIONS (OCT 1995).

a. Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum stated amount, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this contract.

b. Maximum Order. The Contractor is not obligated to honor –

(1) Any order for a single item in excess of the maximum limitation;

(2) Any order for a combination of items in excess of the maximum limitation; or

(3) A series of orders from the same ordering office within seven (7) days that, together, call for quantities exceeding the limitation in subparagraph (1) or (2) above.

c. Notwithstanding paragraph b. above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph b. unless that order(s) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to perform. Upon receiving this notice, the Government may acquire the supplies or services from another source. (FAR 52.216-19)

1.65 MINIMUM/MAXIMUM CONTRACT AND TASK ORDER AMOUNTS. A minimum of $ 30,000.00 will be guaranteed for the basic year. A minimum of $ 15,000.00 will be guaranteed for each option year exercised. The contract amount will not exceed $ 1,500,000.00 per year. The minimum task order amount will be $ 10,000.00 and the maximum amount will not exceed $ 1,000,000.00. Task orders may be issued by mail, or by written telecommunications.

1.66 INDEFINITE QUANTITY.

a. This is an indefinite quantity contract for miscellaneous repairs, and effective for 365 days from the date of issuance of the first delivery order. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the paragraph 1.63 "ORDERING". The Contractor shall furnish to the Government, when and if ordered, work for the items specified.

c. Except for any limitations on quantities in paragraph 1.64 "ORDERING LIMITATIONS", there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

e. The Contractor shall provide oral or written telecommunication notice to the designated Contracting Officer's Representative (COR) of the need to place any quantity for an item of a task order above the estimated quantity included for that item in the task order. The notice shall be provided at least seven (7) calendar days prior to the anticipated need for the additional quantity. The Contractor will be responsible for any impact on the completion of the work resulting from an untimely notice.

1.67 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

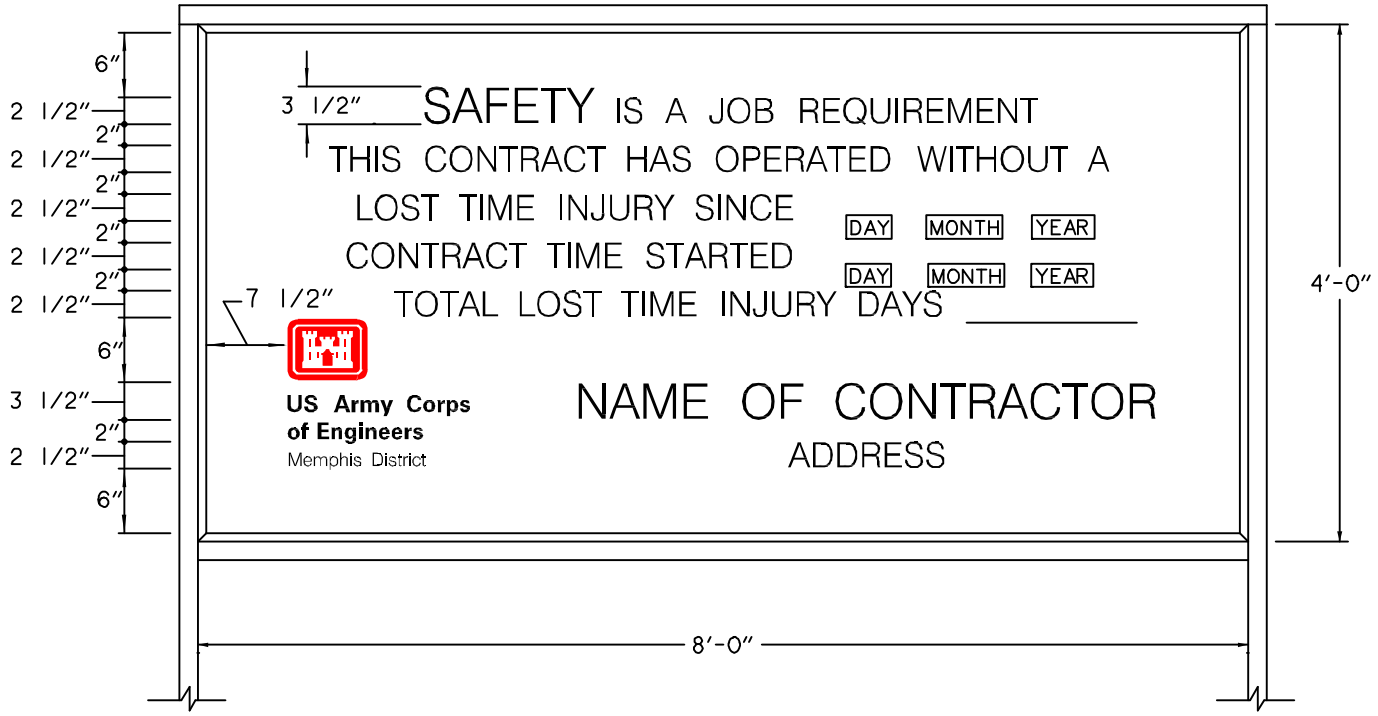
a. The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

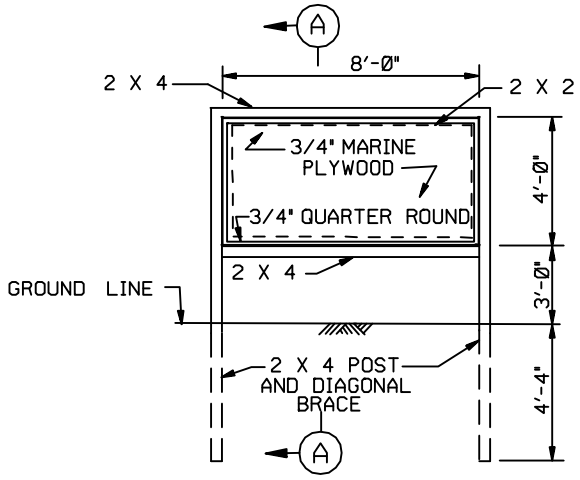
c. The total duration of this contract, including the exercise of any options under this paragraph, shall not exceed sixty (60) months. (FAR 52.217-9)

1.68 EVALUATION OF OPTIONS (JUL 1990). Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. (FAR 52.217-5)

-- End of Section --



ELEVATION



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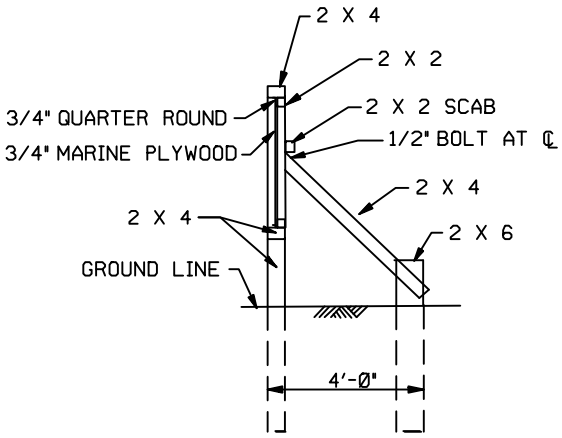


SECTION A-A

NOTES:

1. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A DURABLE SIGN AS SHOWN.
2. WOOD IN CONTACT WITH GROUND SHALL BE TREATED LUMBER.
3. ALL EXPOSED SURFACES SHALL BE WHITE HOUSE PAINT.
4. LETTERING SHALL BE BLACK.
5. ENGINEER CASTLE DECAL FURNISHED BY GOVERNMENT.
6. 22 GA. SHEET METAL MAY BE USED IN LIEU OF PLYWOOD.

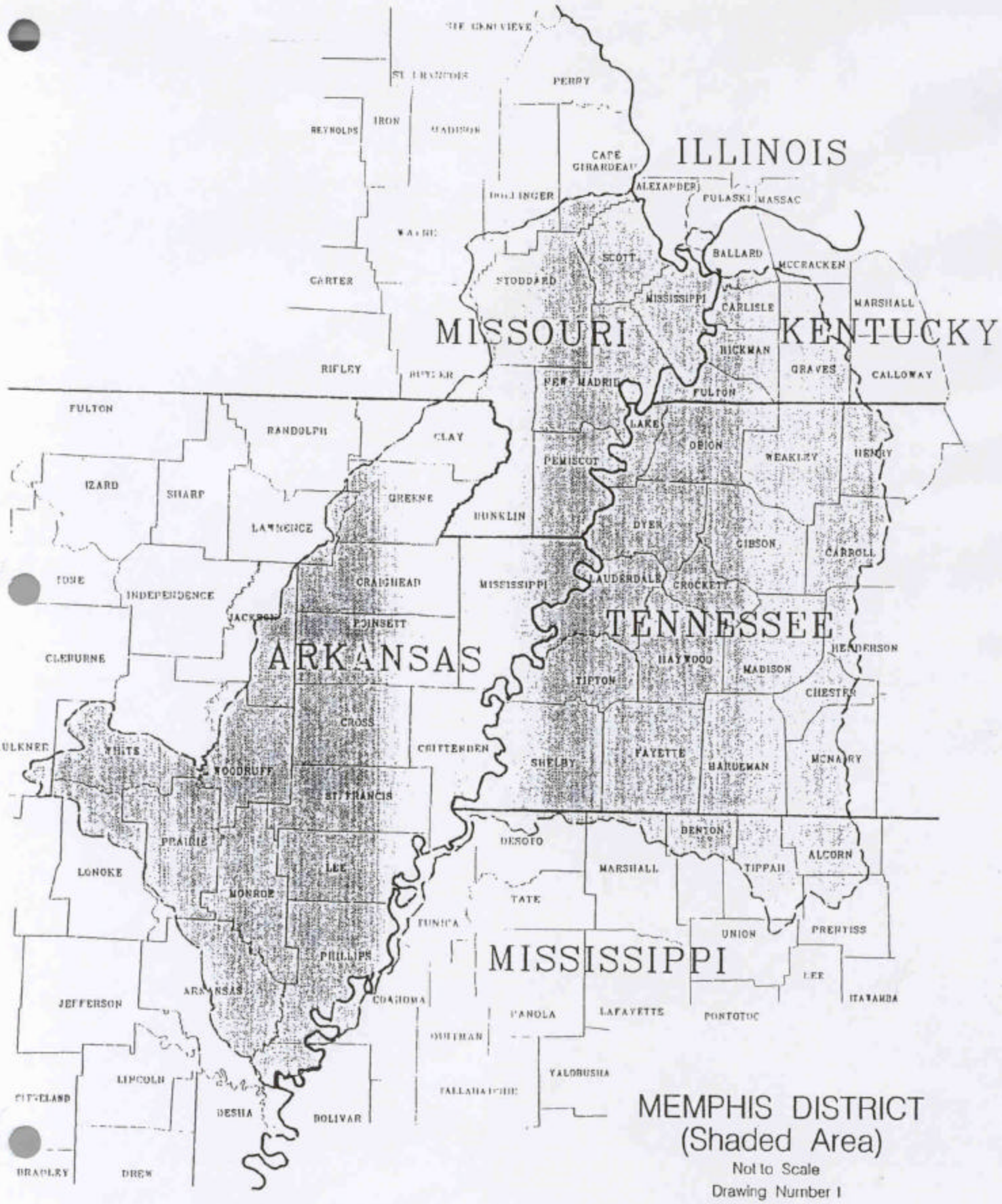
US Army Corps of Engineers
Memphis District

ENGINEER CASTLE DETAIL

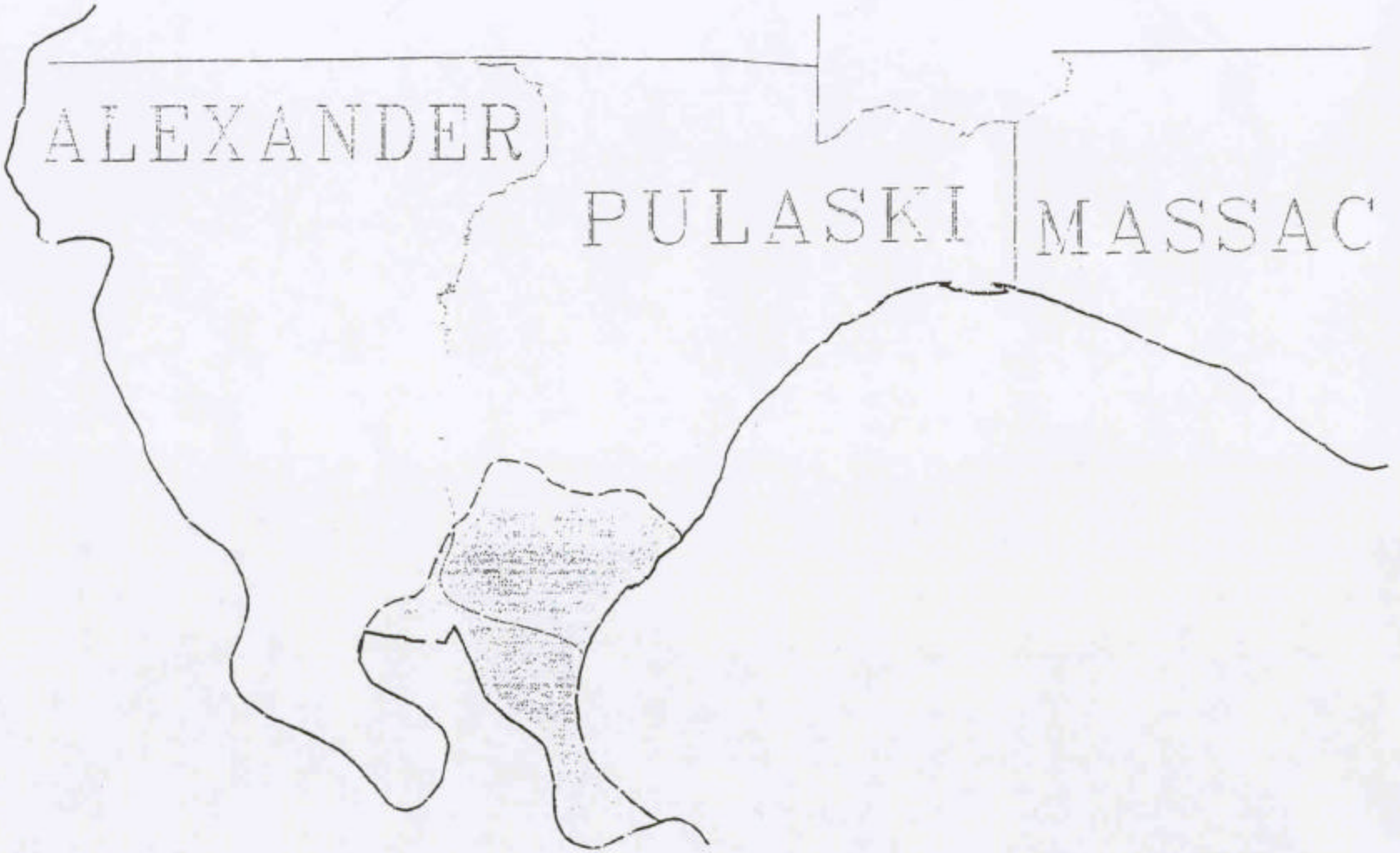
SCALE: NONE MARCH 1995

U.S. ARMY ENGINEER DISTRICT, MEMPHIS
CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

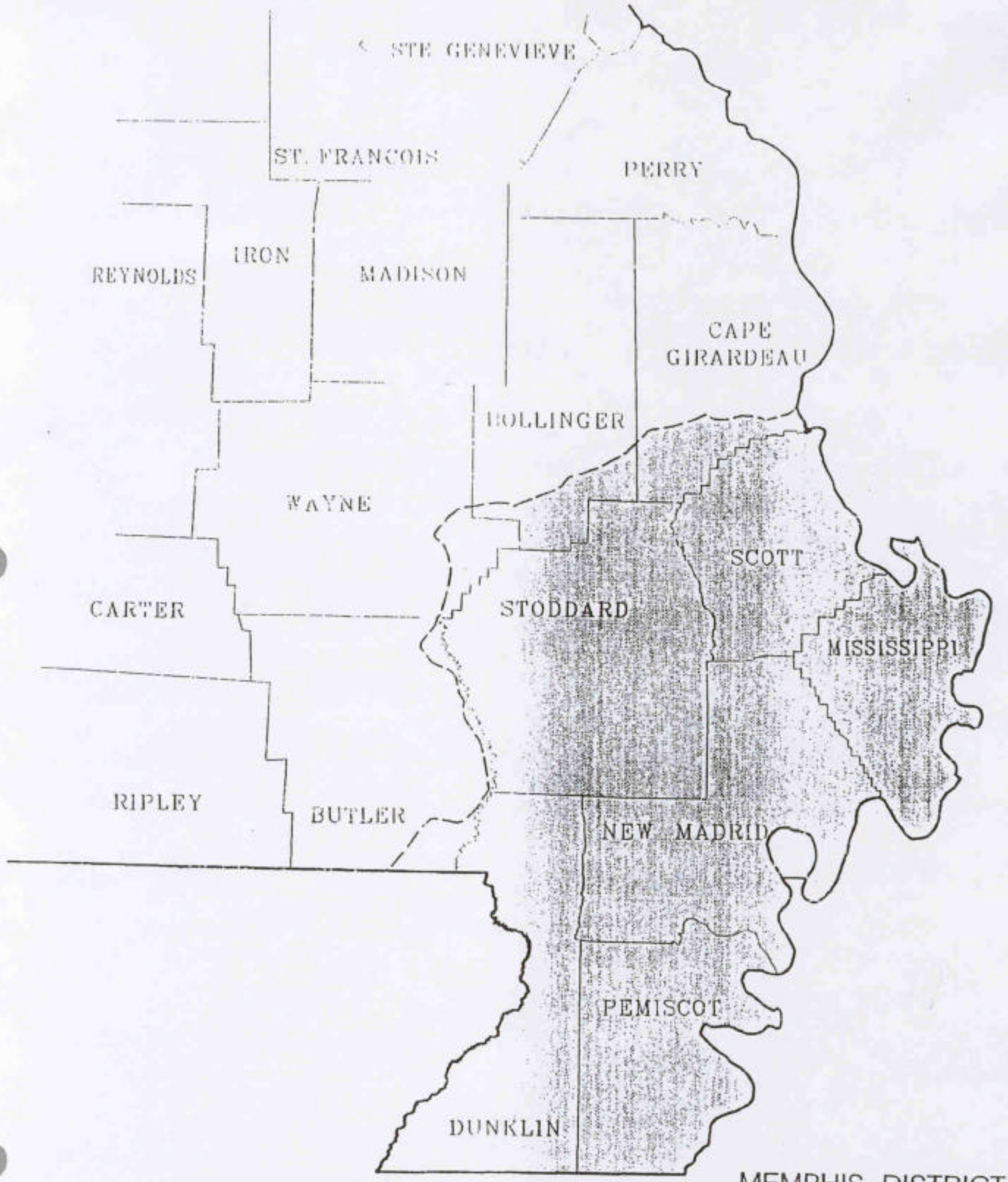
SAFETY SIGN



MEMPHIS DISTRICT
(Shaded Area)
Not to Scale
Drawing Number 1



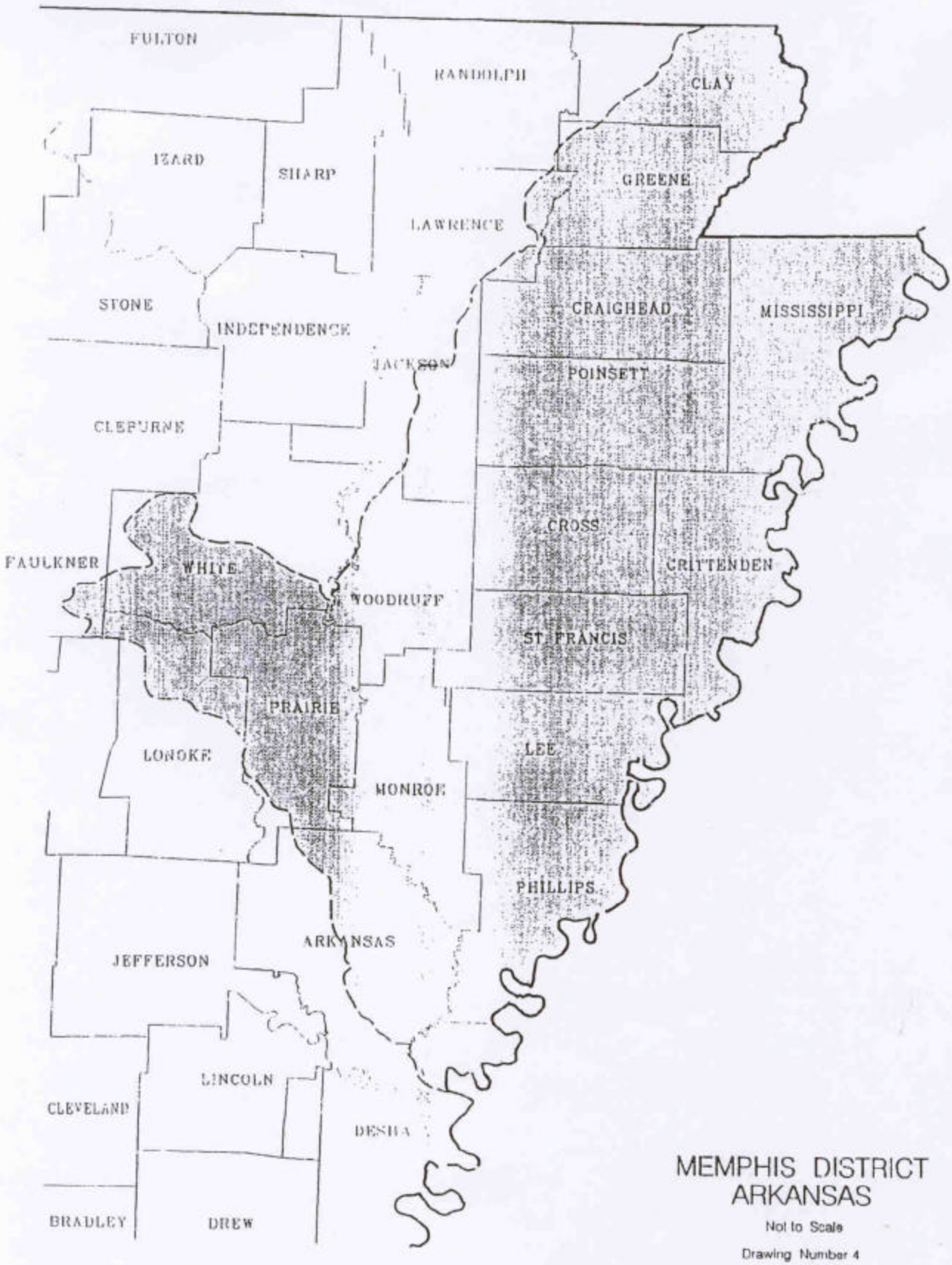
MEMPHIS DISTRICT
ILLINOIS
Not to Scale
Drawing Number 2



MEMPHIS DISTRICT
MISSOURI

Not to Scale

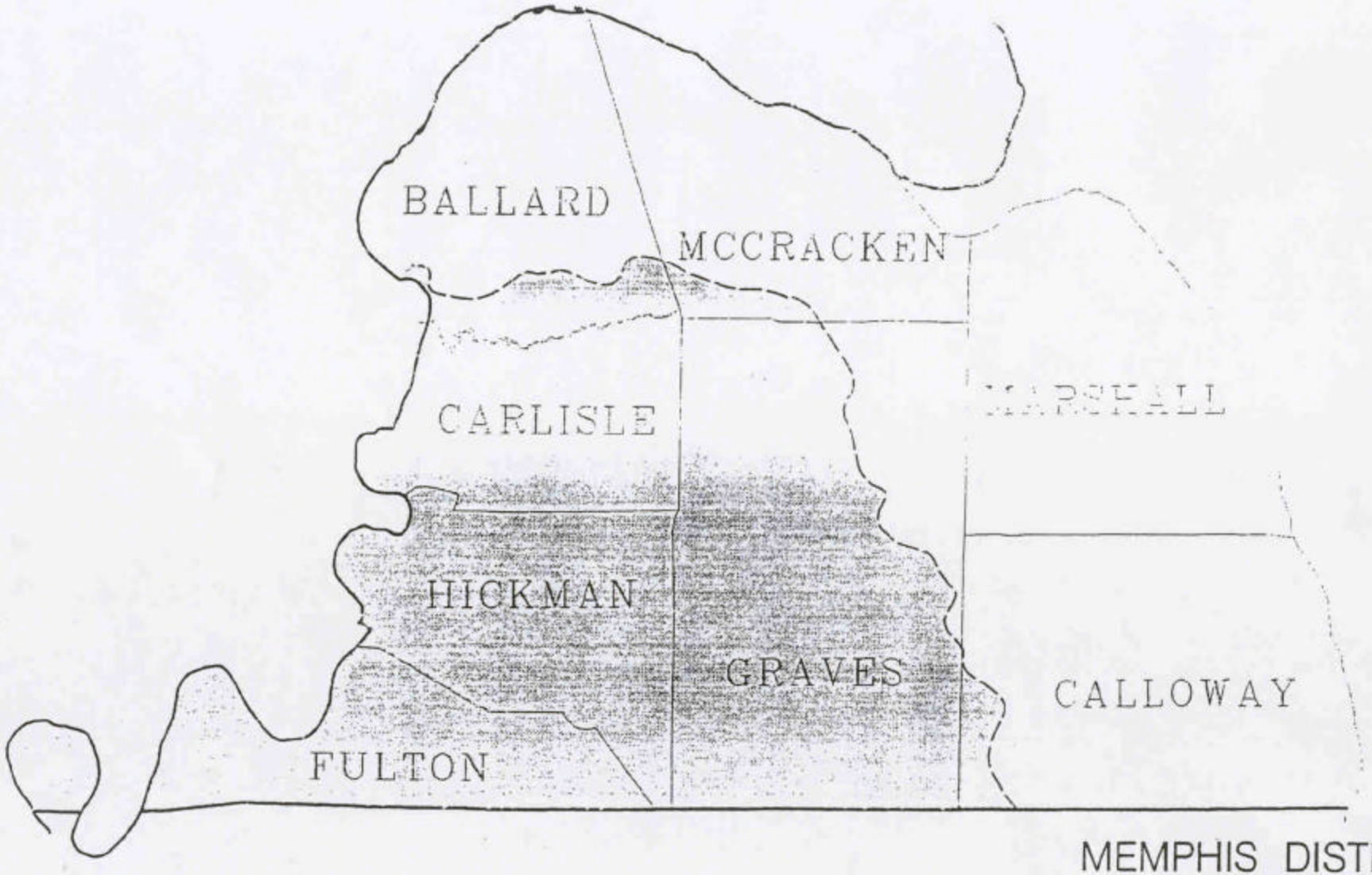
Drawing Number 3



MEMPHIS DISTRICT
ARKANSAS

Not to Scale

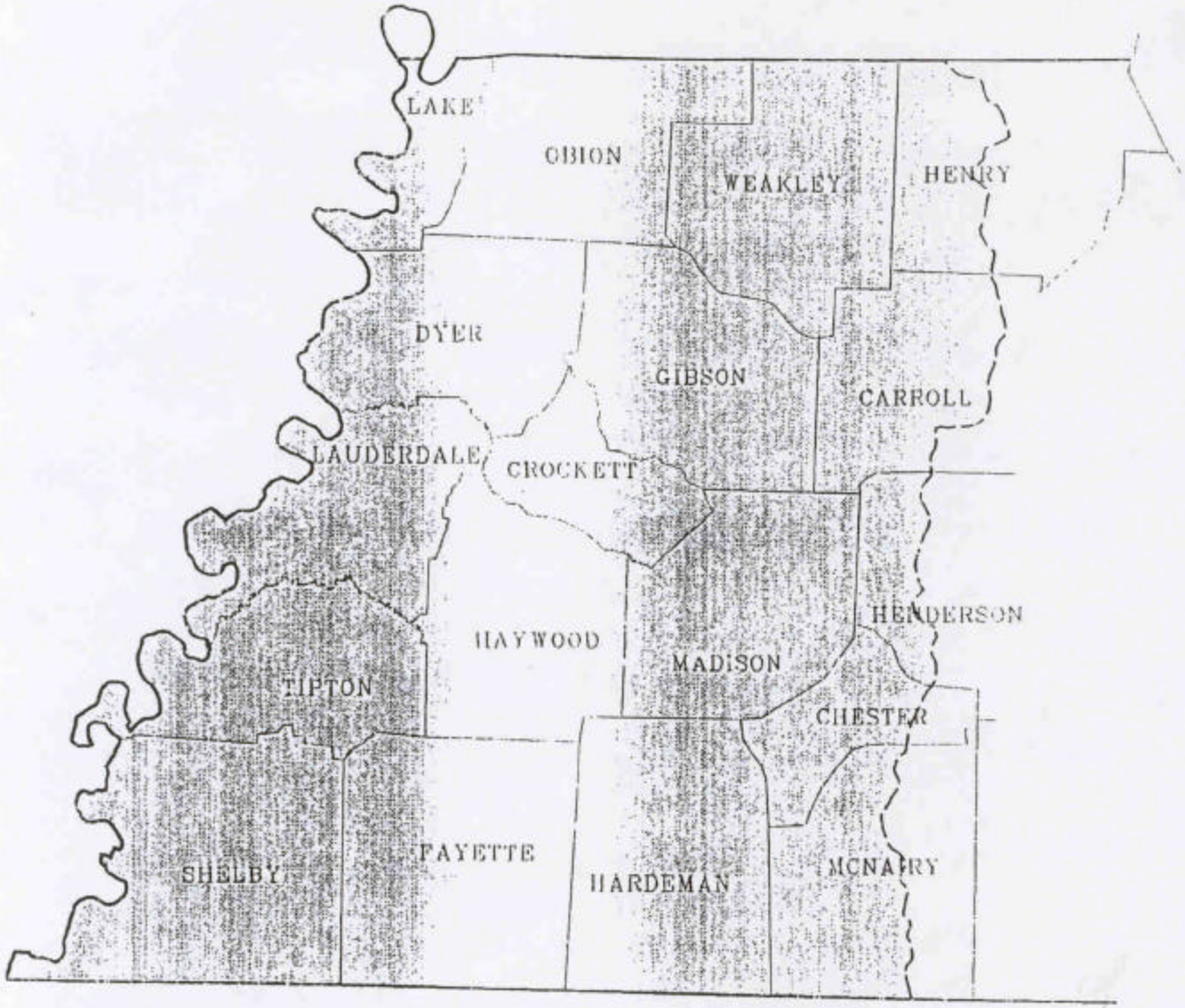
Drawing Number 4



MEMPHIS DISTRICT
kENTUCKY

Not to Scale

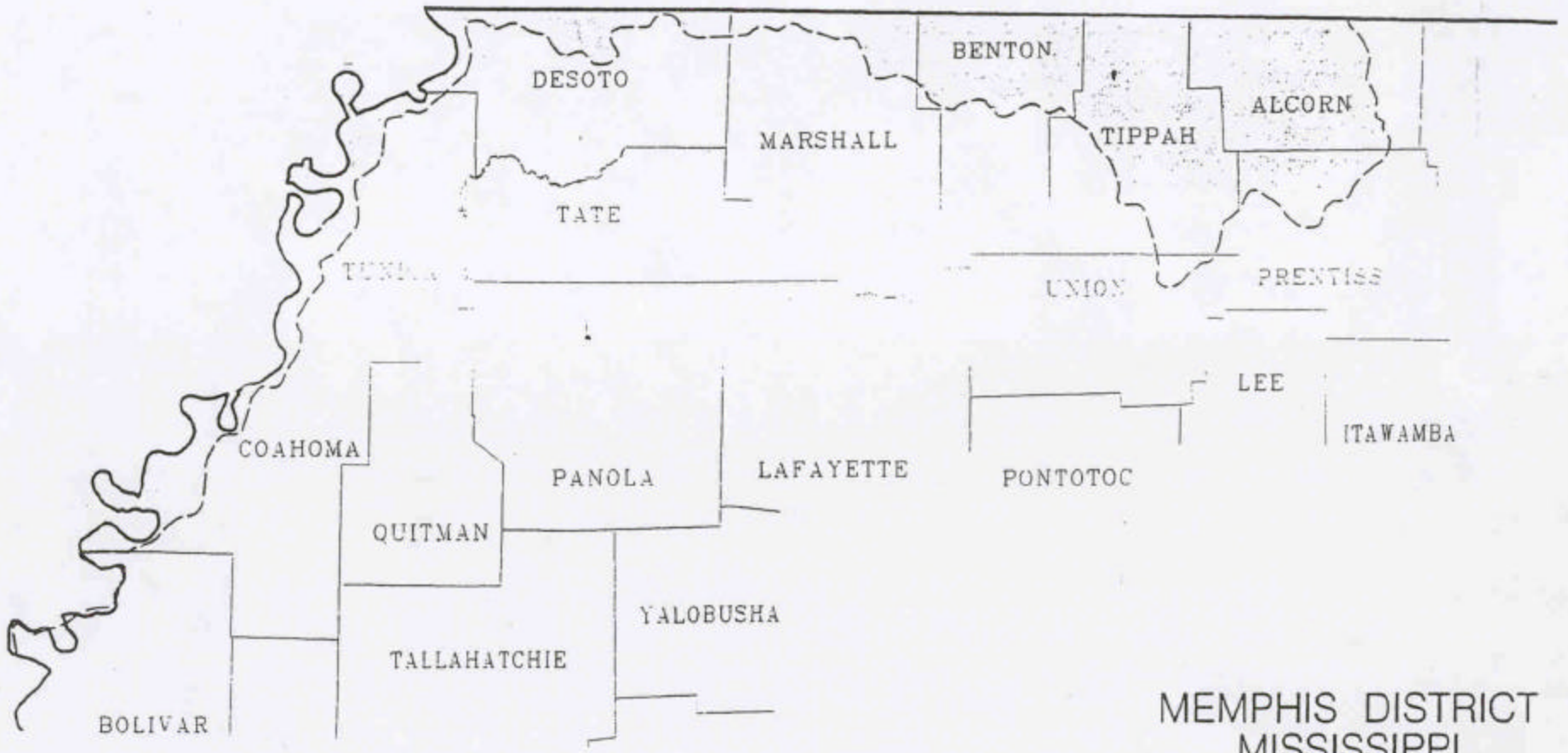
Drawing Number 5



MEMPHIS DISTRICT
TENNESSEE

Not to Scale

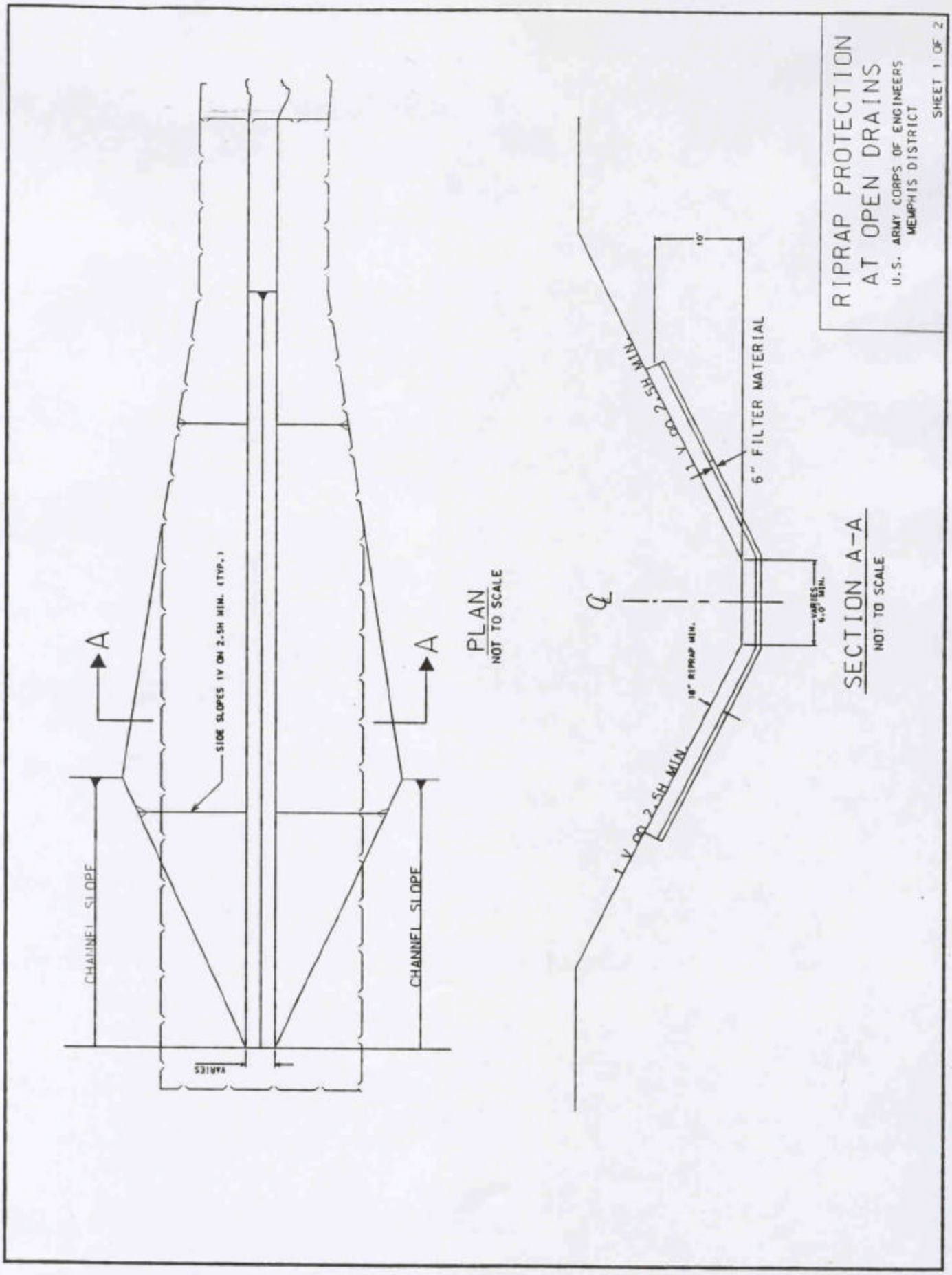
Drawing Number 6



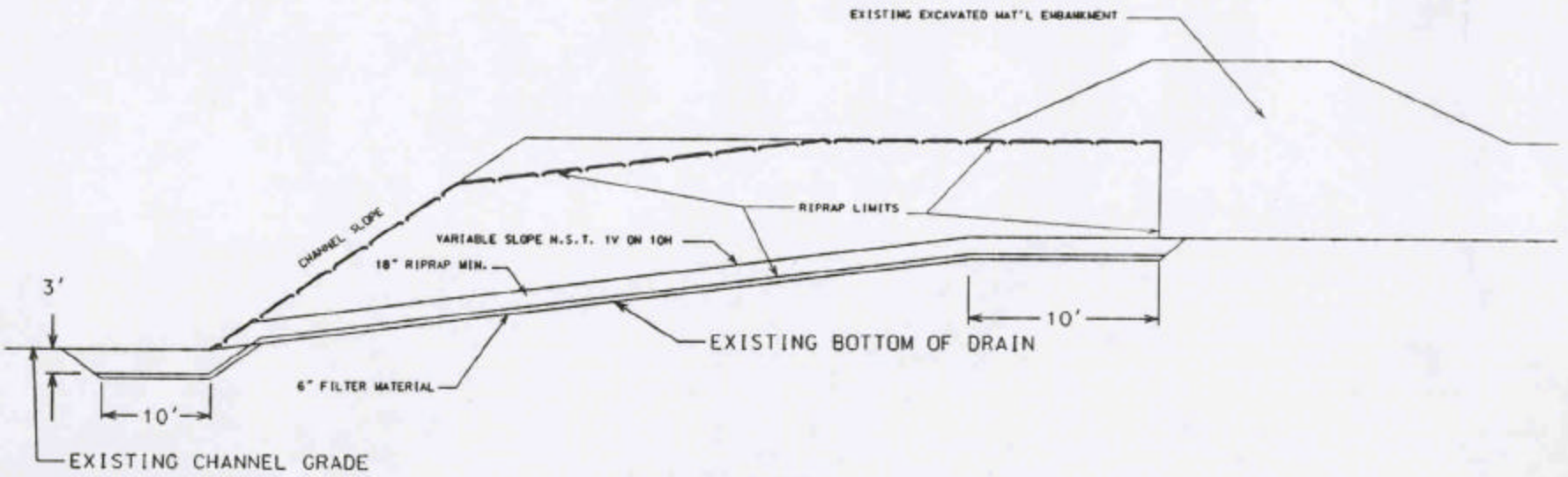
MEMPHIS DISTRICT
MISSISSIPPI

Not to Scale

Drawing Number 7


RIPRAP PROTECTION
AT OPEN DRAINS
U.S. ARMY CORPS OF ENGINEERS
MEMPHIS DISTRICT
SHEET 1 OF 2
A
A
SIDE SLOPES 1V ON 2.5H MIN. (TYP.)
CHANNEL SLOPE
CHANNEL SLOPE
VARIES
PLAN
NOT TO SCALE
10'
1 V ON 2.5H MIN.
6" FILTER MATERIAL
VARIES 6.0' MIN.
18" RIPRAP MIN.
1 V ON 2.5H MIN.
SECTION A-A
NOT TO SCALE

Sketch A



PROFILE

NOT TO SCALE

RIPRAP PROTECTION
AT OPEN DRAINS

U.S. ARMY CORPS OF ENGINEERS
MEMPHIS DISTRICT

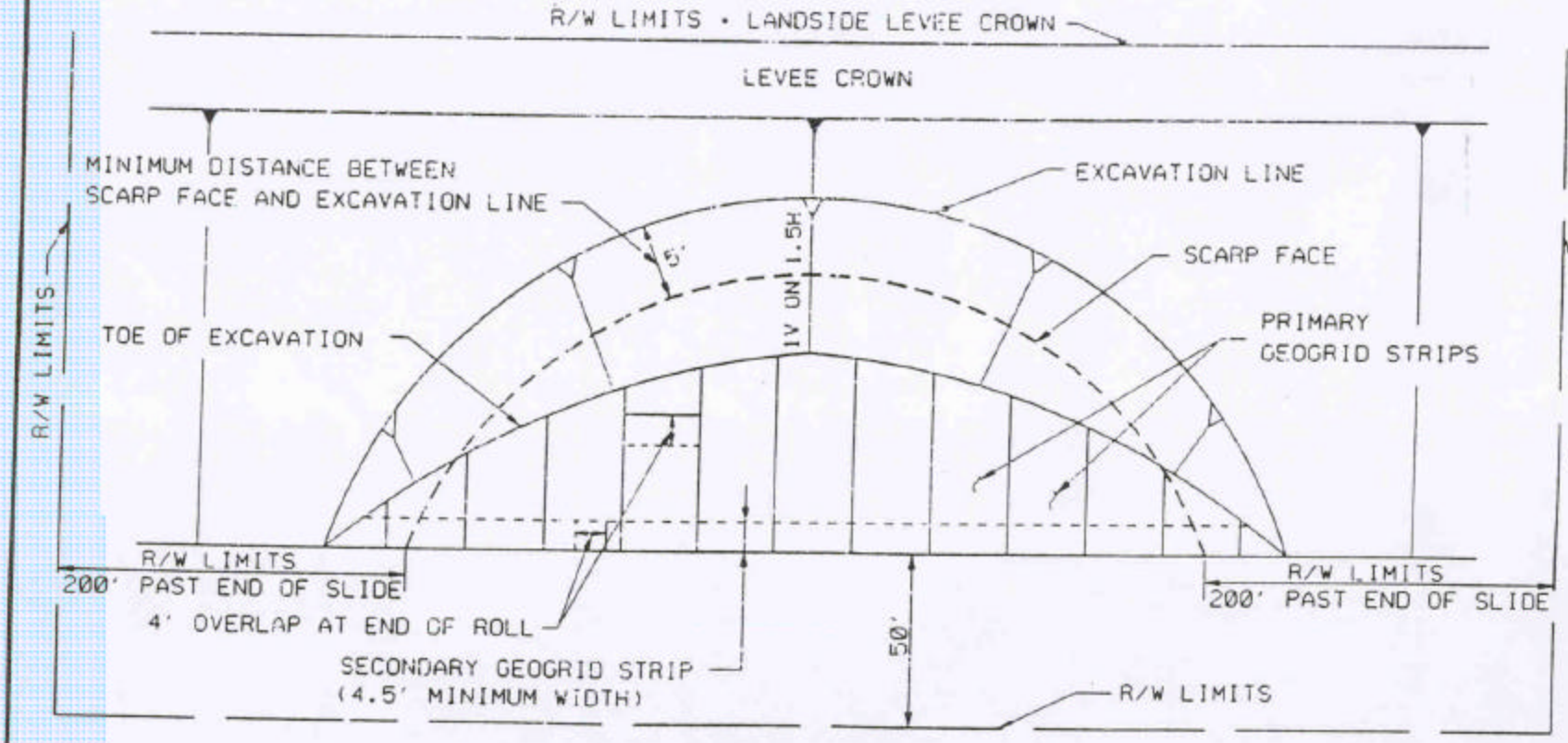
SHEET 2 OF 2

Sketch B

SLIDE REPAIR - SIDE SLOPE

PLAN VIEW

NTS



GEOGRID RESTORATION

NOTES:

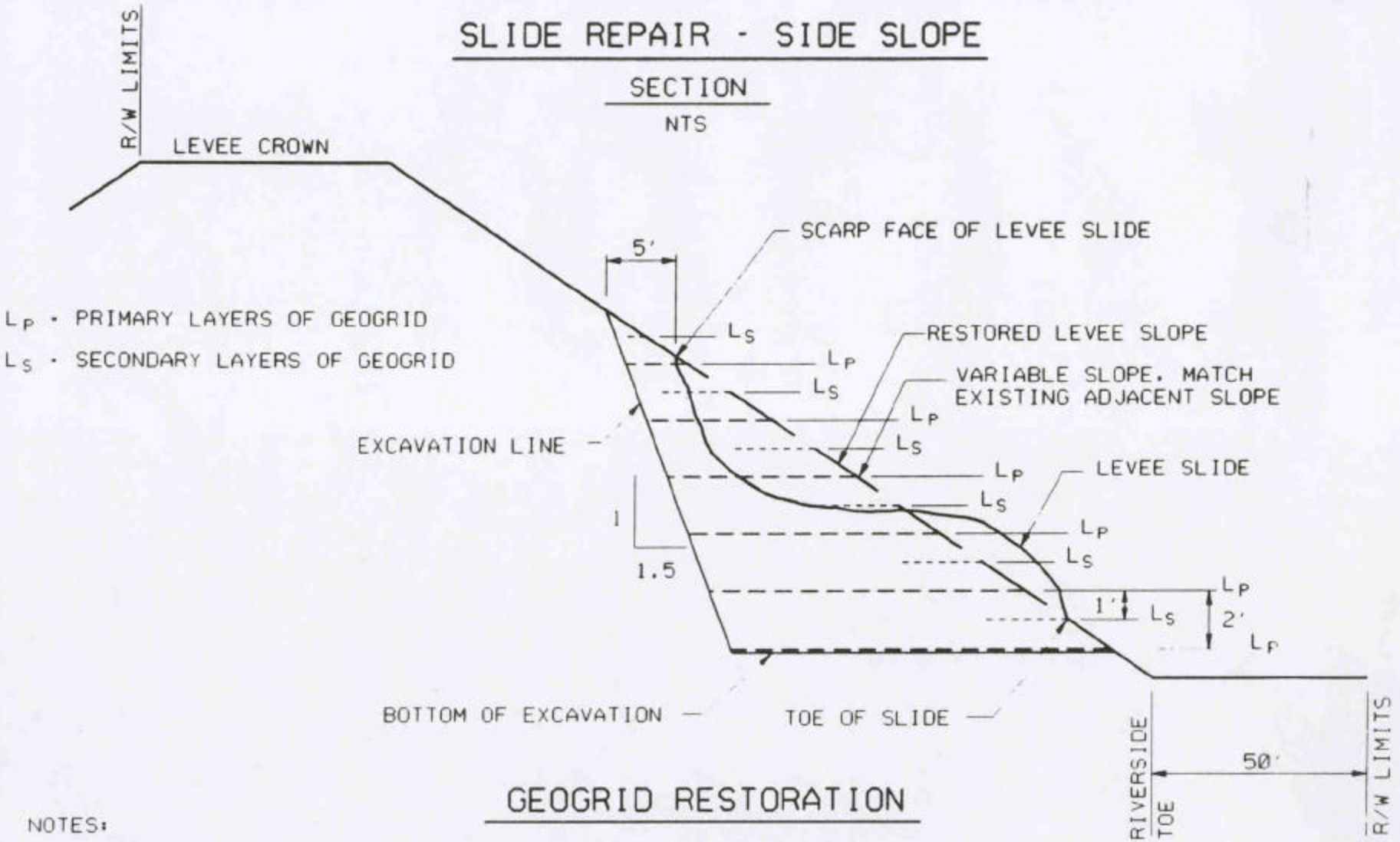
1. PRIMARY LAYERS OF GEOGRID SHALL BE PLACED PERPENDICULAR TO THE LEVEE.
2. SECONDARY LAYERS OF GEOGRID SHALL BE PLACED PARALLEL TO THE LEVEE.
3. FOR CLARITY ONLY BOTTOM LAYER OF GEOGRID IS SHOWN.
4. PRIMARY AND SECONDARY LAYERS OF GEOGRID SHALL BE PLACED AT A MINIMUM OF 6 INCHES AND NOT TO EXCEED A MAXIMUM OF 12 INCHES FROM THE FACE OF THE SLOPE.

Sketch C

SLIDE REPAIR - SIDE SLOPE

SECTION

NTS



GEOGRID RESTORATION

NOTES:

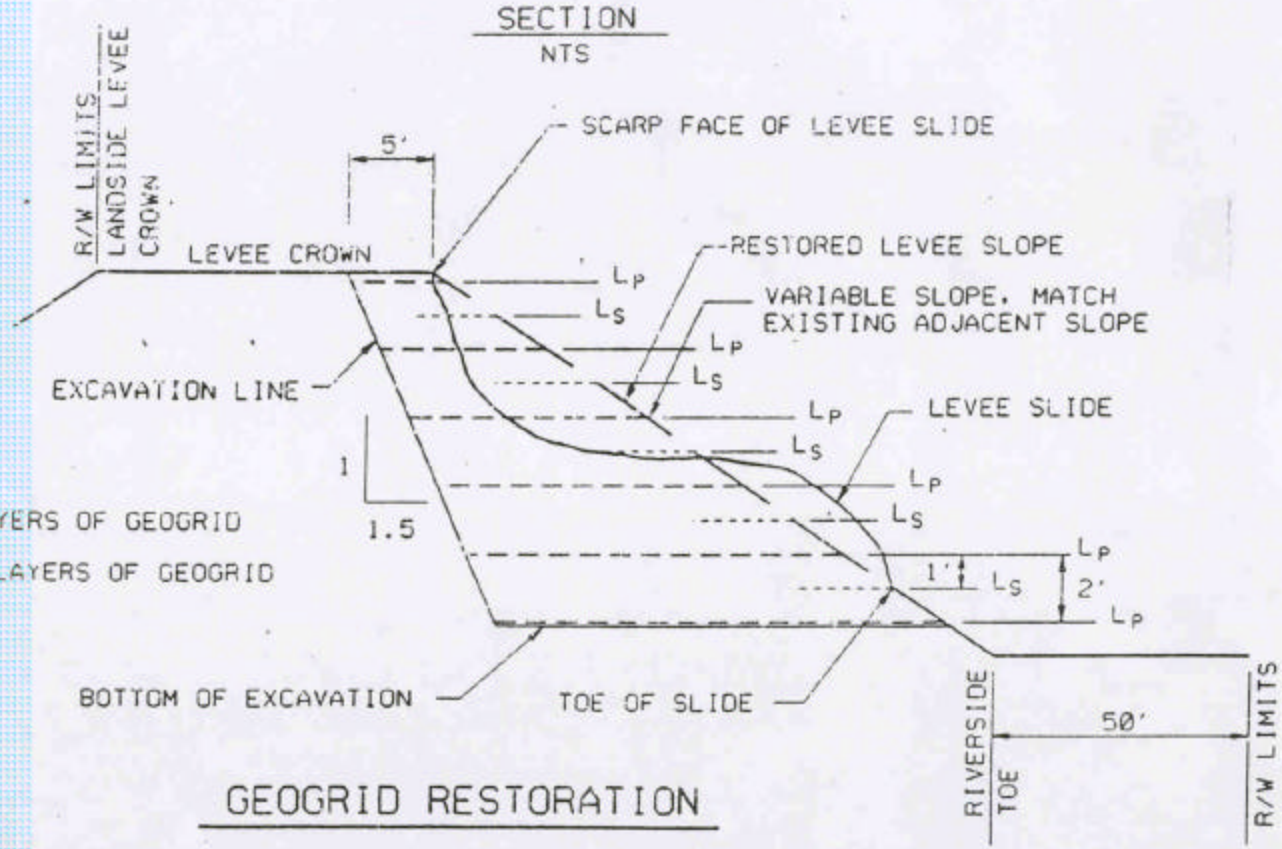
1. EXCAVATION SHALL BEGIN 5 FT. BEHIND SCARP FACE AND EXTEND DOWNWARD ON A 1V ON 1.5H SLOPE TO AN ELEVATION 1.0 FT. BELOW THE TOE OF THE LEVEE SLIDE.
2. PRIMARY LAYERS OF GEOGRID SHALL EXTEND FROM THE FACE OF THE RESTORED LEVEE SLOPE TO THE EXCAVATION LINE.
3. SECONDARY LAYERS OF GEOGRID SHALL BE A MINIMUM OF 4.5 FT. IN WIDTH.

Sketch D

SLIDE REPAIR - CROWN & SIDE SLOPE

SECTION

NTS



L_P · PRIMARY LAYERS OF GEOGRID

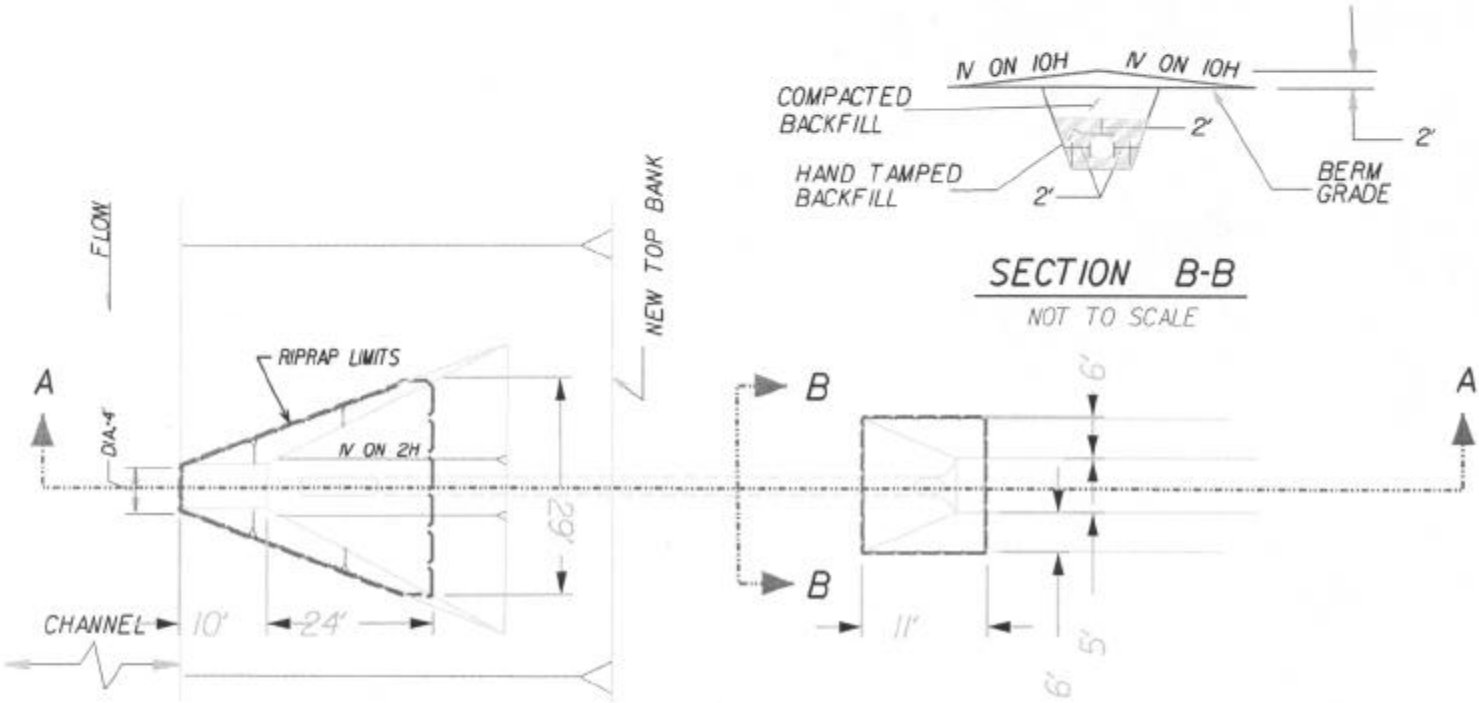
L_S · SECONDARY LAYERS OF GEOGRID

GEOGRID RESTORATION

NOTES:

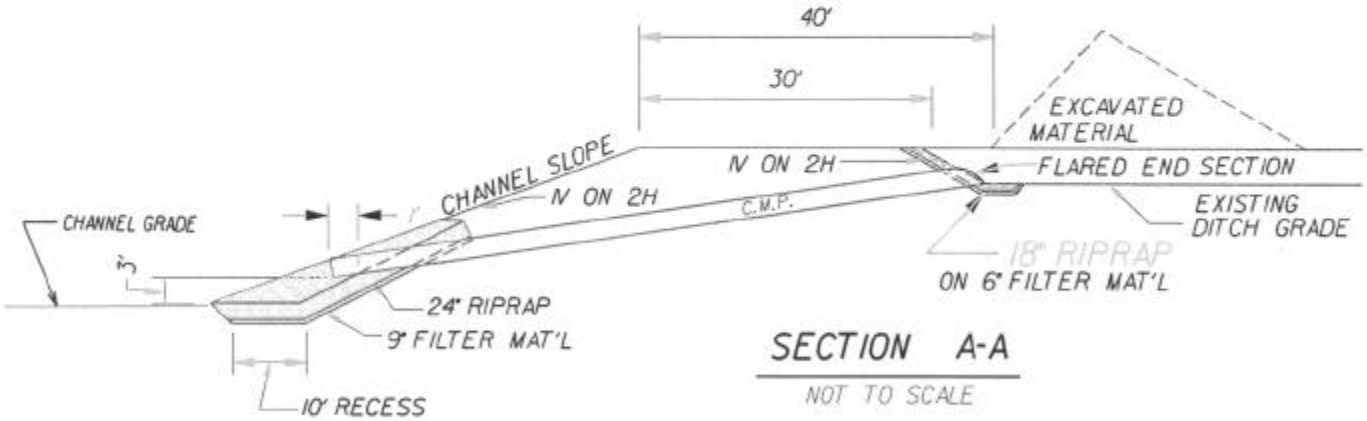
1. EXCAVATION SHALL BEGIN 5 FT. BEHIND SCARP FACE AND EXTEND DOWNWARD ON A 1V ON 1.5H SLOPE TO AN ELEVATION 1.0 FT. BELOW THE TOE OF THE LEVEE SLIDE.
2. PRIMARY LAYERS OF GEOGRID SHALL EXTEND FROM THE FACE OF THE RESTORED LEVEE SLOPE TO THE EXCAVATION LINE.
3. SECONDARY LAYERS OF GEOGRID SHALL BE A MINIMUM OF 4.5 FT. IN WIDTH.
4. PRIMARY AND SECONDARY LAYERS OF GEOGRID SHALL BE PLACED AT A MINIMUM OF 6 INCHES AND NOT TO EXCEED A MAXIMUM OF 12 INCHES FROM THE FACE OF THE SLOPE.

Sketch E



CULVERT AND RIPRAP INSTALLATION PLAN

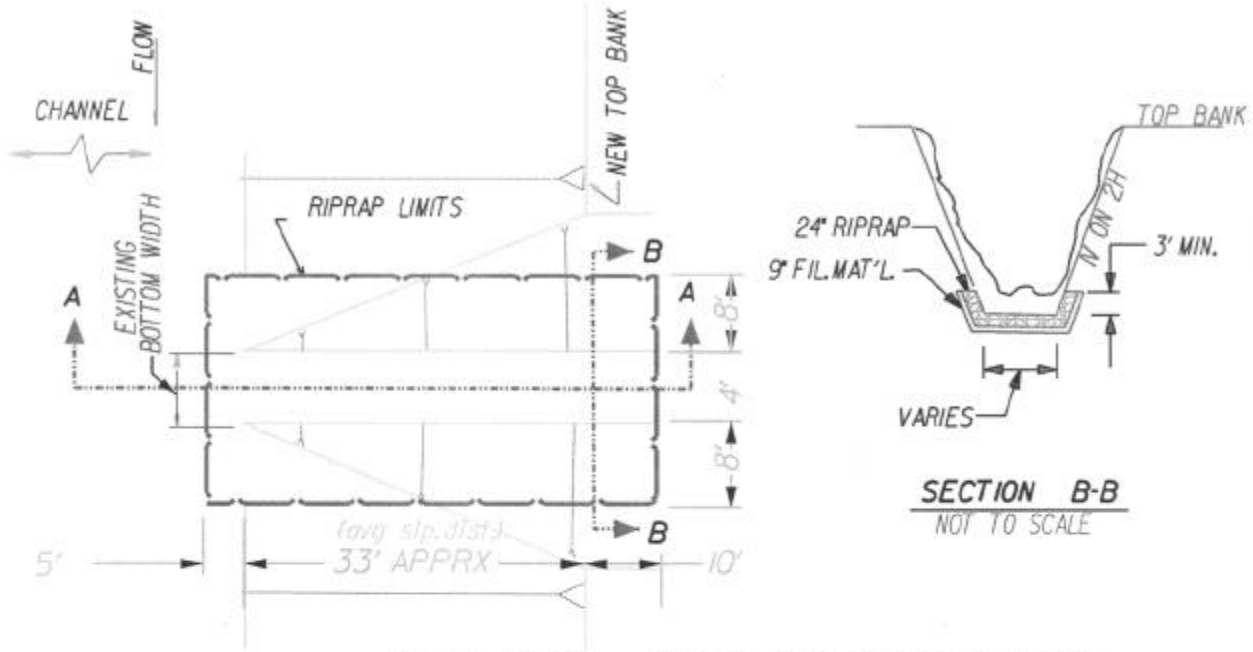
NOT TO SCALE



SECTION A-A

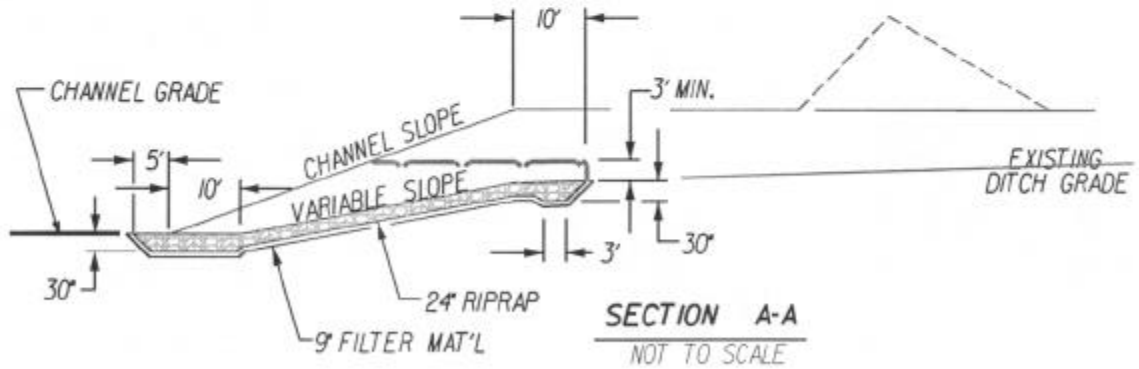
NOT TO SCALE

Sketch F



INLET DITCH RIPRAP INSTALLATION PLAN

NOT TO SCALE



Sketch G

Invitation No. DACW66-02-B-0013

TECHNICAL SPECIFICATIONS

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01130	Environmental Protection
01451	Contractor Quality Control
	DIVISION 2 - SITE WORK
02115	Clearing and Grubbing
02215	Geotextile (Filter Fabric)
02225	Earthwork
02542	Stone Protection
02546	Aggregate Surfacing
02700	Culvert Removal and Installation
02936	Establishment of Turf
	DIVISION 3 THRU 16- NOT USED

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025

MEASUREMENT AND PAYMENT

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1.1.2 Lump Sum Items
1.2 UNIT PRICE PAYMENT ITEMS
1.2.1 Unit Price Items

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Environmental Protection and Contractor Quality Control, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

(1) “Mobilization and Demobilization”

a. Payment will be made for costs associated with operations necessary for mobilization and demobilization associated with each task order and as specified in SECTION 00800 paragraph 1.29.

b. Unit of measure: job, JB

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 Unit Price Items

(1) "Remobilization"

a. For purposes of payment, when a task order requires the Contractor to move equipment from the initial site to other sites within the same area, the Contractor shall be paid for "Remobilization" at the contract unit price per mile to the work area. The distance will be measured in miles from one site to the next in the order of performance directed by the task order.

b. Unit of measure: mile, MI

(2) "Clearing”

a. Payment for clearing will be made at the contract unit price for “Clearing”, which price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment and performing all operations necessary for clearing of the areas specified herein or as indicated on the drawings; and for removing and disposing of all cleared materials, all as specified in SECTION 02115.

b. Measurement: Measurement will be made of the actual surface cleared within the limits of the work.

c. Unit of measure: acre, AC

(3) "Grubbing"

a. Payment for grubbing will be made at the contract unit price for “Grubbing”, which price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment and performing all operations necessary for grubbing of the areas specified herein or as indicated on the drawings; for removing and disposing of all grubbed materials, and for filling holes resulting from grubbing operations, all as specified in SECTION 02115.

b. Measurement: Measurement will be made of the actual surface grubbed within the limits of the work.

c. Unit of measure: acre, AC

(4) "Excavation"

a. Payment for excavation will be made at the contract unit price per cubic yard for "Excavation", which price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for excavation except that required for embedment of riprap and filter material; disposal of excavated materials in the disposal areas; and all other operations incidental thereto, all as specified in SECTION 02225.

b. Measurement: Volume will be computed between survey of original ground after clearing and survey of excavated surface.

c. Unit of measure: cubic yard, CY

(5) "Geotextile (Filter Fabric)"

a. Payment shall be made at the contract unit price per square for "Geotextile (Filter Fabric)", which price and payment shall constitute full compensation to the Contractor for providing all plant, labor, materials and equipment, and performing all operations necessary for the complete and satisfactory installation of the geotextile, all as specified in SECTION 02215.

b. Measurement: The installed geotextile/filter fabric shall be measured, in place, to the nearest "square" (100 square feet) of protected area shown on the task order drawings or indicated in the field by the Contracting Officer. Laps and seams will not be measured separately and are considered included within the surface measurement.

c. Unit of measure: square (100 square feet), SQ

(6) “Corrugated Metal Pipe, (appropriate size)”

a. Payment: Several sizes of corrugated metal pipe appear in the bid schedule. Payment for the corrugated metal pipe will be made at the contract unit price per linear foot for “Corrugated Metal Pipe, (appropriate size)”, which price and payment shall constitute full compensation for furnishing, assembling and installing the culvert in accordance with the manufacturer's directions; and all other operations incidental thereto; all as specified in SECTION 02700 and as applicable to the culvert.

b. Measurement: The culvert will be measured for payment by the linear foot. Such measurement will be made in the field and will be based on the length installed as determined and approved by the Contracting Officer.

c. Unit of measurement: linear foot, LF

(7) Flared End Section, (appropriate size)"

a. Payment: Payment for the flared end section will be made at the contract unit price for "Flared End Section, (appropriate size)", which price and payment shall constitute full compensation for furnishing and installing the flared end section in accordance with the manufacturer's directions; and all other operations incidental thereto.

b. Unit of measure: each, EA

(8) "Flapgate, (appropriate size)"

a. Payment: Payment for the flapgate will be made at the contract unit price for "Flapgate, (appropriate size)", which price and payment shall constitute full compensation for furnishing and installing the flapgate in accordance with the manufacturer's directions; and all other operations incidental thereto.

b. Unit of measure: each, EA

(9) "Semi-compacted Backfill"

a. Payment for semi-compacted backfill will be made at the contract unit price per cubic yard for "Semi-compacted Backfill", which price and payment shall constitute full

compensation for furnishing all equipment and performing all labor for semi-compacted backfill, around culverts, in embankments, in other locations as shown on drawings or indicated by the Contracting Officer; this price and payment shall include placement of geogrid in levee embankments, as specified; and all other operations incidental thereto, all as specified in SECTION 02225.

b. Measurement: The volume will be computed between original surveys and theoretical lines and grades, or between theoretical lines and grades, as applicable.

c. Unit of measure: cubic yard, CY

(10) "Compacted Backfill"

a. Payment for compacted backfill will be made at the contract unit price per cubic yard for "Compacted Backfill", which price and payment shall constitute full compensation for furnishing all equipment and performing all labor for compacted backfill around culverts and in other locations as shown on drawings or indicated by the Contracting Officer; and all other operations incidental thereto, all as specified in SECTION 02225.

b. Measurement: The volume will be computed between theoretical lines and grades.

c. Unit of measure: cubic yard, CY

(11) "Additional Borrow"

a. Payment for additional borrow will be made at the contract unit price per yard-mile for "Additional Borrow", which price and payment shall constitute full compensation for procuring, loading and transporting additional borrow as specified in SECTION 02225.

b. Measurement:

c. Unit of measure: yard-mile, YM

(10) "Aggregate Surfacing"

a. Payment for aggregate surfacing will be made at the contract unit price for “Aggregate Surfacing”, which price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for placing aggregate surfacing; and all other operations incidental thereto; all as specified in SECTION 02546.

b. Measurement: Aggregate surfacing will be measured for payment, in the presence of a Government Inspector, by being weighted on approved, accurately calibrated scales furnished by and at the expense of the Contractor. Weight certificates furnished by a public weighmaster will be acceptable in lieu of such procedure when authorized by the Contracting Officer. Individual

weight tickets shall be furnished the Government Inspector at the time of delivery.

c. Unit of measure: ton, TN

(11) "Filter Material"

a. Payment for filter material will be made at the contract unit price for “Filter Material”, which price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for placing filter material; and all other operations incidental thereto; all as specified in SECTION 02542.

b. Measurement: Filter material will be measured for payment, in the presence of a Government Inspector, by being weighted on approved, accurately calibrated scales furnished by and at the expense of the Contractor. Weight certificates furnished by a public weighmaster will be acceptable in lieu of such procedure when authorized by the Contracting Officer. Individual weight tickets shall be furnished the Government Inspector at the time of delivery.

b. Unit of measure: ton, TN

(12) "Riprap (appropriate size)"

a. Several sizes of riprap appear in the bid schedule. Payment for riprap will be made at the contract unit price for “Riprap, (appropriate size)”, which price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for placing riprap; and all other operations incidental thereto; all as specified in SECTION 02542.

b. Measurement: Riprap will be measured for payment, in the presence of a Government Inspector, by being weighted on approved, accurately calibrated scales furnished by and at the expense of the Contractor. Weight certificates furnished by a public weighmaster will be acceptable in lieu of such procedure when authorized by the Contracting Officer. Individual weight tickets shall be furnished the Government Inspector at the time of delivery.

c. Unit of measure: ton, TN

(13) "Grout"

a. Payment for grout will be made at the contract unit price for “Grout”, which price and payment shall constitute full compensation for furnishing all materials, equipment and labor, and manufacturing, transporting, placing the grout and curing as required, and performing all other operations incidental thereto; all as specified in SECTION 02542.

b. Measurement: Measurement of grout used will be made for the actual volume of grout placed as required. The total quantity of grout will be computed from the weights and specific gravities of the component materials used in accordance with the design mix. The necessary tests and computations for determining the volume of grout, except batch weighting of component materials, will be made by the Contractor at his expense. In lieu of measurement as specified hereinabove, certified volume tickets from the batch plant will be accepted as measurement if grout is mixed at a commercial batch plant and delivered by truck.

c. Unit of measure: cubic yard, CY

(14) "Turfing"

a. Payment for turfing will be made at the contract unit price for “Turfing”, which price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for establishing turf where indicated on individual task orders or as directed by the Contracting Officer; and all other operations incidental thereto; all as specified in SECTION 02936.

b. Unit of measure: acre, AC

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01130

ENVIRONMENTAL PROTECTION

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3.10 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 DEFINITIONS

For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.2 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and local regulations pertaining to the environment, including but not limited to water, air, and noise pollution.

1.2.1 Environmental Protection Plan

Within 21 days after receipt of Notice of Award of the contract, the Contractor shall submit in writing a basic Environmental Protection Plan. Within 7 days of receiving each task order, the Contractor shall submit, in writing, a supplemental Environmental Protection Plan addressing the specifics of each task order. Prior to starting work, the Contractor shall meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to make changes in his environmental protection plan and operations as necessary to maintain satisfactory environmental protection performance. The Environmental Protection Plan shall include but not be limited to the following:

1.2.1.1 Protection of Features

The Contractor shall determine methods for the protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.

1.2.1.2 Procedures

The Contractor shall implement procedures to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

1.2.1.3 Permit or License

The Contractor shall obtain all needed permits or licenses.

1.2.1.4 Drawings

The Contractor shall include drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, stockpiles of earth materials, and disposal areas for excess earth material and unsatisfactory earth materials.

1.2.1.5 Environmental Monitoring Plans

The Contractor shall include environmental monitoring plans for the job site which incorporate land, water, air and noise monitoring.

1.2.1.6 Traffic Control Plan

The Contractor shall include a traffic control plan for the job site.

1.2.1.7 Surface and Ground Water

The Contractor shall establish methods of protecting surface and ground water during construction activities.

1.2.1.8 Work Area Plan

The Contractor shall include a work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas.

1.2.1.9 Plan of Borrow Area(s)

The Contractor shall include a plan of borrow area(s) for the job site.

1.3 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

1.4 PERMITS OBTAINED BY CORPS OF ENGINEERS

The Corps of Engineers will not obtain any permits for this project. See Contract Clause entitled "PERMITS AND RESPONSIBILITIES".

1.5 REGULATORY REQUIREMENTS

The Contractor shall comply with all state regulatory and statutory requirements.

1.6 PAYMENT

Separate payment will not be made for providing and maintaining Environmental Protection, and all costs associated therewith shall be included in the applicable unit prices of lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the contract drawings or specifications. Environmental protection shall be as stated in the following subparagraphs.

3.1.1 Protection of Land Resources

Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas where no work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence and during all construction operations. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan, shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

3.1.1.4 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

a. Retardation and Control of Runoff

Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and the Contractor shall also utilize any measures required by area-wide plans approved under Paragraph 208 of the Clean Water Act.

3.1.1.5 Erosion and Sedimentation Control Devices

The Contractor shall construct or install all temporary and permanent erosion sedimentation control features. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basin, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

3.1.1.6 Location of Contractor Facilities

The Contractor's field offices, staging areas, stockpiles, storage, and temporary buildings shall be placed in areas designated on the contract drawings and approved by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

3.1.1.7 Borrow Areas on Government Property

Borrow areas on Government property shall be managed to minimize erosion and to prevent sediment from entering nearby water courses or lakes.

3.1.1.8 Disposal Areas on Government Property

Disposal areas on Government property shall be managed and controlled to limit material to areas designated on the contract drawings and prevent erosion of soil or sediment from entering nearby water courses or lakes. Disposal areas shall be developed in accordance with the grading plan indicated on the contract drawings.

3.1.1.9 Temporary Excavation and Embankments

Temporary excavation and embankments shall be controlled to protect adjacent areas from contamination.

3.1.1.10 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.1.1.11 Disposal of Chemical Wastes

Chemical wastes shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

3.1.1.12 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Contracting Officer.

3.2 HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

Existing historical, archaeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions shall be taken by the Contractor to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install all protection for these resources so designated on the contract drawings and shall be responsible for their preservation during this contract. If during construction items of apparent archaeological or historical interest are discovered, they shall be left undisturbed and the Contractor shall report the find immediately to the Contracting Officer.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

3.3.1 Cofferdam and Diversion Operations

The Contractor shall plan his operations and perform all work necessary to minimize adverse impact or violation of the water quality standard. Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit impact of water turbidity on the habitat for wildlife and impacts on water quality for downstream use.

3.3.2 Stream Crossings

Stream crossings shall be controlled during construction. Crossings shall provide movement of materials or equipment which do not violate water pollution control standards of the Federal, State or local government.

3.3.3 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

3.5 PROTECTION OF AIR RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the laws of the State or States in which the work is being performed and all Federal emission and performance laws and standards. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

3.5.1 Particulates

Dust particles, aerosols, gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, excess excavated material disposal areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in the paragraph "PROTECTION OF AIR RESOURCES" to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.5.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

3.5.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.5.4 Monitoring Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

3.6 INSPECTION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.7 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all area(s) used for construction.

3.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plans submitted for approval by the Contracting Officer.

3.9 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain all constructed facilities and temporary pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.10 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to insure adequate and continuous environmental pollution control.

-- End of Section --

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01451

CONTRACTOR QUALITY CONTROL

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1994a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1993b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 21 calendar days after receipt of Notice of Award of the contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work.

Within 7 days of receiving each task order, the Contractor shall furnish, for review by the Government, a supplemental CQC Plan addressing site specific issues.

3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SPECIAL CONTRACT REQUIREMENT entitled "Submittals"

e. Control, verification, and acceptance testing procedures for each specific test to include

the test name, specification paragraph requiring test, feature of work to be tested, test frequency, testing laboratory, and person responsible for each test.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to

reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 CQC System Manager

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be subject to acceptance by the Contracting Officer. The CQC System Manager shall be assigned as System Manager but may have other duties in addition to quality control.

3.4.2 CQC Staff

A staff shall be maintained under the direction of the CQC System Manager to perform all CQC activities. An alternate will be identified to serve in the absence of the CQC System Manager. The staff must be of sufficient size to ensure adequate CQC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned CQC responsibilities and must be allowed sufficient time to carry out these responsibilities. The CQC plan will clearly state the duties and responsibilities of each staff member. All CQC Staff members or replacements shall be subject to acceptance by the Contracting Officer.

3.4.3 Additional Requirement

In addition to the above requirements, the CQC System Manager and his alternate, and also includes individuals appointed as alternates, shall have completed the course entitled "Construction Quality Management for Contractors". This course is periodically offered by the Memphis District as well as other Corps Districts.

3.5 SUBMITTALS

Submittals shall be in accordance with SPECIAL CONTRACT REQUIREMENT entitled "Submittals". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

a. A review of each paragraph of applicable specifications.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site, in accordance with paragraph 3.7.2 below. The Contractor shall perform the following activities and

record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Laboratory Validation.

All testing of soil, gravel, aggregate, stone, concrete, and asphalt shall be performed by a testing laboratory validated by the Material Testing Center (MTC) of the Corps of Engineers. A list of validated commercial laboratories nearest the jobsite is to be provided at the MTC website http://www.wes.army.mil.SL/MTC/ValStatesTbl.htm. If the Contractor proposes to use a commercial laboratory that is not validated or set up an on-site laboratory, he shall make arrangements for validation by contacting the Material Testing Center at Waterways Experiment Station, Vicksburg, Mississippi, telephone number: 601-634-3974, www.wes.army.mil/SL/MTC/inspection.htm. The Government will not be responsible for any cost associated with the validation of laboratories that are not currently validated. The validation process could take 30 to 90 days or more. The Contractor shall be responsible for determining the amount of time required for the validation of the proposed laboratory and accounting for this event in his progress schedule. If the Contractor elects to use a non-validated laboratory, work requiring testing shall not commence until the laboratory has been validated by MTC.

3.7.2.2 Capability Check

The Contracting Officer reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete,

asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.3 Capability Recheck.

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor. There will be no extension of time allowed due to necessity to perform capability rechecks.

3.7.3 On-Site Laboratory

The Contracting Officer reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered by the Contractor to a location specified by the Contracting Officer.

3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Special Contract Requirements entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the

purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

DIVISION 2 - SITE WORK

SECTION 02115

CLEARING AND GRUBBING

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SECTION 02115

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for clearing, grubbing and disposition of cleared and/or grubbed materials as indicated on the drawings furnished with each task order and/or specified herein. Such work includes, but is not limited to, clearing and disposal of debris therefrom, grubbing and disposal of debris therefrom, and all work incidental thereto.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including, but not limited to, the following:

(1) Clearing

Location, heights, limits, removal of lodgments in channel

(2) Grubbing

Location, limits, depths, refill of holes and compaction

(3) Disposal of Cleared and/or Grubbed Materials

Method and location of burning and/or burying, damage to timber and/or areas within rights-of-way which are not to be cleared

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATION (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 CLEARING

3.1.1 General

Clearing within the areas to be cleared as indicated on the drawing shall consist of the removal of all timber, standing or felled in previous cuttings, snags, stumps from previous cuttings, rootwads, bushes, partially buried logs, and debris from clearing operations. Floating rafts and other lodgments and driftwood shall be removed from within the channel. Within the station limits of work, the following areas shall be cleared:

3.1.1.1 Finished Slope Lines

Areas within the finished slope lines of channel excavation where actual excavation is required.

3.1.1.2 Berms

Berm areas between the theoretical top bank of the excavated channel and the channelward toe of excavated material embankment placed under this contract.

3.1.1.3 Trees

Any trees that are leaning and are likely to fall into the channel shall be removed. Within areas requiring clearing, but outside excavation limits, all growth, stumps, partially buried logs, snags and other projections shall be cut off flush with the existing and/or excavated surfaces, as applicable. However, in excavated material disposal areas, such growth and projections may be cut off at heights not to exceed 24 inches above the existing ground surface provided they are covered with at least 2 feet of earth material.

3.1.1.4 Removal of Rafted Driftwood and Maintenance of Channel

Within the limits of the work, all floating rafts or other lodgments and accumulations of driftwood which exist at the beginning of the task order work period, or which may form during the life of the task order within portions of the existing or imporved ditch shall be removed and disposed of as prescribed for other clearing debris. Prior to the commencement and removal of such rafted driftwood, the Contractor shall install traps or other suitable devices to prevent the rafts from being dislodged and floating away. The cutting and/or removal of logs and other pieces which key the rafts together shall be last in the order of removal.

3.1.1.5 Required Clearing Outside Excavation Limits

Within areas requiring clearing, but outside excavation limits, all growth, stumps, partially buried logs, snags, and other projections, shall be cut off flush with the existing surfaces, as applicable; however, in excavated material disposal areas, such growth and projections may be cut off at heights not to exceed 24 inches above the existing ground surface provided they are covered with at least 2 feet of earth material.

3.1.1.6 Miscellaneous

Clearing in areas within the right-of-way limits which are not specified hereinabove to be cleared shall be only that necessary for construction purposes and operation of equipment, and shall be subject to the approval of the Contracting Officer. Optimum effort shall be exercised by the Contractor to preserve as many trees as practicable outside the required clearing areas.

3.2 GRUBBING

Grubbing shall consist of the removal of all stumps, tap roots, buried logs and other projections which have a cross section of more than 1-1/2 inches in diameter. Foundations of structures and foundations of all embankments shall be grubbed to a depth of at least 2 feet below the applicable existing or excavated surfaces. The areas to be grubbed are those areas, within the limits of work, indicated on the drawings, specified above or indicated by the Contracting Officer. All objectionable matter shall be removed from excavated materials which will subsequently be used in the embankments or backfills. All holes caused by grubbing, except in excavations, shall be filled with suitable material, as approved by the Contracting Officer, in 12-inch layers to the elevation of the adjacent ground surface , as applicable, and each layer compacted to a density at least equal to that of the adjoining undisturbed material.

3.3 DISPOSAL OF CLEARING AND/OR GRUBBING DEBRIS

3.3.1 General

All debris resulting from clearing and grubbing operations shall, at the Contractor's option, be disposed of by burning or removal from the site. The Contractor shall make a reasonable effort to utilize this last method to channel materials of value resulting from clearing and grubbing operations into beneficial use. All inorganic materials shall be removed from the site, with all such disposal complying with all applicable Federal, State, and local laws.

3.3.1.1 Non-vegetative Debris

All non-vegetative debris such as washers, driers, refrigerators, hot water tanks, old tires, bottles, cans, etc. shall be removed from the site as specified in paragraph 3.3.3 below.

3.3.2 Burning

The Contractor shall comply with the applicable pollution restrictions of the state(s) in which the work is performed. Subject to such restrictions and obtaining any permit(s) which may be required, the Contractor may burn material within the contract area, and at any time within the task order period, provided such burning does not cause the standards to be exceeded. Burning operations shall be conducted so as to prevent damage to standing timber or other flammable growth. The Contractor will be responsible for any damage to life and/or property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall furnish at the site of burning operations adequate fire fighting equipment to properly equip his personnel for fighting fires. Fires shall be guarded at all times and shall be under constant surveillance until they have been extinguished. All burning shall be done by the air curtain pit method. Pits for burning shall be located within the disposal areas indicated on the drawings furnished with each task order. Excavation and exact locations of pits shall be approved by the Contracting Officer. Non-combustible material and unburned material remaining after air curtain pit burning may be buried in the pit or pits and covered by not less than 2 feet of earth or removed from the site as specified in 3.3.3 below. Pits shall be filled utilizing the excavated materials and compacting the materials to a density at least equal to that of the adjacent undisturbed earth material. Filling of burn pits and the spreading of excess material over adjacent areas shall be as approved by the Contracting Officer.

3.3.3 Removal from Site

The Contractor may elect to remove all debris resulting from clearing operations from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. The Contractor may, at his option retain for his own use or disposal by sale or otherwise any such materials of value. The Government assumes no responsibility for the protection or safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work under this contract. The locations and manner of placement of clearing debris on the right-of-way by the Contractor for his convenience prior to removal of the debris from the site of the work shall be subject to the approval of the Contracting Officer. When debris from clearing operations is placed on adjacent property, the Contractor shall obtain, without cost to the Government, additional rights-of-way for such purpose. Such material shall be placed so as not to interfere with roads, drainage, or other improvements and in such a manner as to eliminate the possibility of its entering the channel.

---End of Section---

DIVISION 2 - SITE WORK

SECTION 02215

GEOTEXTILE (FILTER FABRIC)

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SECTION 02215

GEOTEXTILE (FILTER FABRIC)

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, material, and equipment and performing all operations required for furnishing, hauling, and placing the geotextile complete, as specified herein, and maintaining the geotextile until applicable cover is completed and accepted.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including, but not limited to, the following:

(1) Material

Conforms to specifications.

(2) Placement

Location, foundation, limits, anchoring, laps, finished surfaces.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATION

The following publication of the issues listed below, but referred to thereafter by basic designation only, forms a part of this specification to the extent indicated by the references thereto:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS.

D 1683-90a	Failure in Sewn Seams of Woven Fabrics
D 4439-92a	Terminology for Geosynthetics

D 4491-92	Water Permeability of Geotextiles by Permittivity
D 4533-91	Trapezoid Tearing Strength of Geotextiles
D 4632-91	Grab Breaking Load and Elongation of Geotextiles
D 4751-93	Apparent Opening Size of a Geotextile
D 4833-88	Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
D 4886-88	Abrasion Resistance of Geotextiles (Sand Paper/Sliding Block Method)

PART 2 PRODUCTS

2.1 GEOTEXTILE

2.1.1 General

The geotextile shall be a non-woven pervious sheet of plastic yarn as defined by ASTM D 4439. The geotextile shall meet the physical requirements listed in Table No. 1, inserted at the end of this section. The geotextile shall provide an Equivalent Opening Size (EOS) no finer than the U.S. Standard Sieve No. 100 and no coarser than the U.S. Standard Sieve No. 50. The geotextile shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, ethylene, amide or vinylidene-chloride, and shall contain stabilizers and/or inhibitors added to the base plastic if necessary to make the filaments resistant to deterioration due to ultra-violet and heat exposure. The edges of the geotextile shall be finished to prevent the outer yarn from pulling away from the geotextile.

2.1.2 Seams

The seams of the geotextile shall be sewn with thread of a material meeting the chemical requirements given above for geotextile yarn or shall be bonded by cementing or by heat. The sheets of geotextile shall be attached at the factory or another approved location, if necessary, to form sections using the manufacturer's standard width or a width of 12-feet, whichever is greater. Seams shall be tested in accordance with method ASTM D 1683, using 1-inch square jaws and 12 inches per minute constant rate of traverse. The strengths shall be not less than 90 percent of the required tensile strength (Table No. 1) of the unaged geotextile in any principal direction. "Table No. 1 - Physical Requirements" is at the end of this section.

2.1.3 Acceptance Requirements

All brands of geotextile and all seams to be used will be accepted on the following basis. The Contractor shall furnish the Contracting Officer, in duplicate, a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile. The mill certificate or affidavit shall attest that the geotextile meets the chemical, physical and manufacturing requirements stated in this specification. If requested by the Contracting Officer, the Contractor shall provide to the Government geotextile samples for testing to determine compliance with any or all of the requirements in this specification. When samples are to be provided, they shall be submitted a minimum of 60 days prior to the beginning of installation of the same geotextile. All samples provided shall be from the same production lot as will be supplied for the contract, and shall be the full manufactured width of the geotextile by at least 10 ft. long, except that samples for seam strength may be a full width sample folded over and the edges stitched for a length of at least 5 feet. Samples submitted for testing shall be identified by manufacturer's lot designation.

2.2 SHIPMENT AND STORAGE

During all periods of shipment and storage, the geotextile shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 140 degrees F, mud, dirt, dust and debris. To the extent possible, the geotextile shall be maintained wrapped in a heavy duty protective covering.

PART 3 EXECUTION

3.1 BASE PREPARATION

Areas on which geotextile is to be placed shall be dressed to remove humps and depressions within the slope lines and to provide relatively smooth and uniform surfaces to conform to the cross sections shown on the drawings furnished with each task order and as described henceforth in this paragraph. Prior to placing the geotextile on riprap, the voids in the riprap shall be filled with sand to prevent damage to the geotextile placed against the riprap. Immediately prior to placing the geotextile, the prepared base will be inspected by the Contracting Officer and no geotextile shall be placed until those areas have been approved.

3.2 SECURING PINS

Securing pins shall be 3/16-inch in diameter, steel, pointed at one end and fabricated with a head to retain a steel washer having an outside diameter of no less than 1.5 inches. The length of the pins shall be no less than 18 inches. Securing pins with washers shall be inserted through both strips of overlapped cloth at not greater than 2 foot intervals along a line through the midpoint of the overlap. Additional pins shall be installed as necessary to prevent any slippage of the filter cloth regardless of location. Geotextile placed against riprap may be held in place using riprap stones.

3.3 INSTALLATION

The geotextile shall be placed in the locations shown on the drawings furnished with each task order. At the time of installation, geotextile will be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage. The geotextile shall be laid

smooth and free of tension, folds, wrinkles or creases. The strips shall be placed to provide a minimum width of 12 inches of overlap for each joint. The geotextile shall be secured as specified in 3.2 above and any additional securing regardless of location shall be made as necessary to prevent any slippage of the geotextile. The geotextile shall be protected at all times during construction from contamination by surface runoff and any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. The geotextile shall be installed from the downstream end to the upstream end, or as shown on the drawings. Any geotextile damaged during its installation or during placement of the specified material upon or against the geotextile shall be replaced by the Contractor at no cost to the Government. The work shall be scheduled so that the covering of the geotextile with a layer of the specified material is accomplished within 7 days after placement of the geotextile. Failure to comply will require replacement of geotextile. The geotextile shall be protected from damage due to the placement of material thereon by limiting the height of drop of the material. Before placement of material thereon, the Contractor shall demonstrate that the placement technique will prevent damage to the geotextile. Also, after installation of geotextile, no construction equipment of any type will be allowed on the geotextile surface.

-- End of Section --

Table No. 1 - Physical Requirements

Physical Property	Test Procedure	Applicable Values++
Geotextile Permeability (Kg)	ASTM D 4491 Test Methods For Water Permeability of Geotextiles by Permittivity	The permeability of the Geotextile shall be greater than 0.49 Feet Per Minute (0.25 Centimeters per Second)
Tear Strength	ASTM D 4533 Trapezoidal Tear Strength	30 pounds minimum in any principal direction
Tensile Strength +(unaged geotextile)	ASTM D 4632 Determine breaking load as specified in the ASTM	200 pound minimum in any principal direction
Breaking Elongation +(unaged geotextile)	ASTM D 4632 Determine Apparent Elongation Breaking	15 percent minimum in any principal direction
Equivalent Opening Size (EOS)	ASTM D 4751 Determine Apparent Opening Size-AOS (EOS)	No finer than the U.S. Standard Sieve No. 100 and no coarser than the U.S. Standard Sieve No. 50
Puncture Strength +(unaged geotextile)	ASTM D 4833 Determine puncture resistance as specified in the ASTM	80 pound minimum
Abrasion Resistance	ASTM D 4886 Determine breaking load after abrasion test as specified in ASTM	55 pound minimum Residual Breaking Load in any principal direction
(N/A) Percent Open Area (POA)	(N/A) Specification Paragraph titled, "Determination of Percent Open Area."	(N/A) The percent of open area shall not be less than ( ) percent

+Unaged geotextile is defined as geotextile in the condition received from the manufacturer or distributor.

++All numerical values represent minimum average roll values (i.e., any roll in a lot should meet or exceed the minimum in the table).

DIVISION 2 - SITE WORK

SECTION 02225

EARTHWORK

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SECTION 02225

EARTHWORK

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, materials, and equipment, and performing all operations necessary for excavation and disposal of material therefrom; backfill of excavations; and all other operations incidental thereto.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to ensure compliance with the contract requirements and maintain records of his quality control for all construction operations including but not limited to the following:

(1) Excavation

Layout, bottom width, grades, slopes, alignment, transitions, disposition of materials, slides.

(2) Compacted Backfill

Layout, limits, grade and section, compaction, tolerances, suitability of materials.

(3) Semi-compacted Backfill

Layout, limits, grade and section, compaction, tolerances, suitability of materials.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS.

D 698-91	Laboratory compaction Characteristics Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))

D 1241-68 (R1994)	Materials for Soil-Aggregate Subbase, Base, and Surface Courses
D 1556-90	Density and Unit Weight of Soil In-Place by the Sand-Cone Method
D 2216-92	Water (Moisture) Content of Soil and Rock
D 2922-91	Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
D 3017-88	Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 EXCAVATION

3.1.1 General

The Contractor shall excavate and remove all material of whatever nature encountered as may be necessary to produce the theoretical cross sections, bottom grade, and alignment, as indicated on the drawings furnished with each task order and/or specified herein. Excavation in the vicinity of bridges which cross the channel shall be performed in such a manner so as to only excavate that material necessary for construction of work under the task order, as shown in the drawings furnished with the task order and as stated herein. Smooth transitions shall be effected at the changes in side slopes and/or bottom widths, as indicated on the drawings or as directed. At the downstream and upstream limits of excavation, a smooth transition shall be excavated. A tolerance of two-tenths foot above or below the theoretical cross section will be allowed provided that abrupt changes do not occur and that drainage is maintained. Dressing of side slopes will not be required except as specified in SECTION 02936 – ESTABLISHMENT OF TURF. Refill of over-excavation will not be required except as necessary to meet the requirements specified hereinabove. Excavation shall commence at the downstream limits of the work and shall be carried continuously upstream. If weather, water elevations or other conditions are such that work cannot be effectively prosecuted in the above order and other types of required work can be performed without endangering the work or other property, a change in the order of work may be authorized.

3.1.2 Slide Excavation. The material in the slide areas shall be excavated to the approximate excavation lines indicated on the typical drawings, but shall at all times be excavated beyond the failure surface. The final limits, lines and depths of such excavation shall be as directed by the Contracting Officer; however, at no time shall the material in the slide areas be excavated to a slope

steeper than indicated on the drawings. The excavations shall be made in such manner as to provide drainage away from the levee at all times. Excavation of the slides shall be performed with a dragline, backhoe, a bulldozer (for the bulk of the excavation in a slide), or other approved equipment in such manner that will not place a surchare within 15 feet of the edges of the slides and in such manner that material will be excavated commencing at the top of each slide and progressing downward. Excavation of a slide shall be completed in its entirety prior to placement of levee restoration embankment in the excavated area.

3.2 ADDITIONAL BORROW

In the event the amount of excavated earth material from the excavations is insufficient to construct the repair, the Contractor shall provide materials (e.g. – CL, CH, ML, SM, SP) approved by the Contracting Officer, load and transport the additional suitable material, as required.

3.3 DISPOSAL OF EXCAVATED MATERIAL

Excavated material shall be utilized to the extent necessary to backfill the excavations. Excavated material which is not utilized in the backfill shall be placed in a disposal area indicated by the Contracting Officer. Material placed in the disposal area shall be placed with slopes as indicated on the drawings, or by the Contracting Officer and shall be dressed to provide smooth even surfaces, and in such manner that drainage will result. Placement of excavated material shall be such that water will not be impounded. Excavated material shall be disposed of within the right-of-way limits as indicated on the drawings and/or specified herein. Slopes on the drawings and those prescribed hereinafter define the limits of the area within which excavated material must be confined but do not necessarily indicate stable slopes for such material. The Contractor shall be responsible for placing the various materials to be disposed of in such locations within the prescribed disposal areas that they will not flow or slide outside the disposal areas. The height of excavated material embankment may vary but shall at no time exceed 2 feet above natural ground as indicated therefor on the drawings. The back slopes of excavated material embankment shall be as indicated on the drawings. End slopes of the excavated material embankment shall be not steeper than 1V on 3H. Side slopes of excavated material embankment shall be as indicated on the drawings. Dressing of the material will be required as necessary to provide drainage and the specified dimensions and slopes and as specified in SECTION 02936 - ESTABLISHMENT OF TURF. Some drifting of material may be required at some locations in order that excavated material be disposed of as specified herein and/or as indicated on the drawings. The Contractor shall perform all drifting of material as may be necessary to dispose of excavated material as specified herein and/or indicated on the drawings and no separate payment will be made therefor. Compaction will not be required except as specified hereinabove and except that obtained in the process of placing and dressing. Sunken logs, stumps, driftwood, existing culverts and other debris removed concurrently with the excavation shall be disposed of as specified for clearing debris in paragraph 3.3.1 of SECTION 02115.

3.4 COMPACTED BACKFILLS

3.4.1 General

Compacted backfill materials shall be placed to the lines, grades, and sections as indicated therefor on the drawings and as directed by the Contracting Officer. The Contracting Officer will determine the suitability of each section of the foundation for placing materials thereon.

3.4.2 Materials

Materials for compacted backfill shall be those materials resulting from the required excavation which, in the opinion of the Contracting Officer, are suitable for such embankment work. No unsuitable organic or inorganic matter, sticks, trash, building debris, brush, trees, tree roots, stumps, rubbish, sod, muck, frozen material or any other objectionable matter shall be placed therein. The Contractor shall, when directed, remove any materials that the Contracting Officer considers objectionable in the backfill.

3.4.3 Placement

Compacted backfill shall be placed in layers not exceeding 6 inches in thickness prior to compaction, except as noted for semi-compacted fill as specified in paragraph 3.4. Any approved equipment may spread the materials and each layer shall be compacted as specified in 3.3.4 below. Fill within two feet of the culverts shall be compacted by means of hand-operated mechanical tampers, as described in Paragraph 3.3.2 of SECTION 02700. All fills shall be kept thoroughly drained and no fill shall be placed on frozen ground. When, in the opinion of the Contracting Officer, the surface of any layer is too smooth to bond properly with the succeeding layer, it shall be adequately scarified before the succeeding layer is placed. A tolerance of two-tenths of one foot above the prescribed grade and cross section will be permitted in the final dressing.

3.4.4 Compaction

Each layer of compacted backfill shall be compacted to a density of at least 95 percent of the laboratory density obtained by the standard density test (ASTM D 698). The field density determination shall be by the Sand-Cone Method (ASTM D 1556) or the Nuclear Method (ASTM D 2922, Method B). The moisture content after compaction shall be within the limits of 2 percentage points above optimum and 3 percentage points below optimum moisture content as determined by the Contractor in accordance with ASTM D 698. The field moisture content after compaction shall be performed in accordance with ASTM D 2216 or ASTM D 3017. The materials may require moistening or aerating as necessary to provide the above-specified moisture content. The Contractor will perform standard laboratory density tests as specified in ASTM D 698 for each type of material used in the fill to determine optimum water content and maximum densities and will perform field density and water content tests. The Contractor shall perform field density and water content tests on each layer of material placed to assure that proper compaction is being achieved. The locations where the Contractor is to take the field density and water content tests shall be as specified by the Contracting Officer.

3.5 SEMI-COMPACTED BACKFILL

3.5.1 General. Semi-compacted backfill shall be constructed to line, grade and cross sections as shown on the drawings. Semi-compacted backfill shall not be placed in water. The materials for semi-compacted backfill shall be placed or spread in layers, the first layer not more than 6 inches in thickness and the succeeding layers no more than 12 inches in thickness prior to compaction. When the surface of any compacted layer is too smooth to bond properly with the succeeding layer, it shall be adequately scarified before the next layer is placed thereon.

3.5.2 Moisture Control. It is intended that the material will be placed in the backfill at its natural moisture content. No moisture control will be required by the Contractor unless, in the opinion of the Contracting Officer, the desired compaction is not being obtained with the prescribed compactive effort due to the material being too wet or too dry. In such cases, the Contractor will be directed to perform moisture control as prescribed below. If the material is too wet, it shall either be stockpiled and allowed to drain before it is placed in the embankment cross sections and/or the wet material shall be processed by disking and harrowing, if necessary, until the moisture content is reduced sufficiently. If the material is too dry, sufficient moisture shall be uniformly distributed in each layer before compaction. If the Contractor is directed to perform any moisture control as outlined in this paragraph, an equitable adjustment in the contract price and time will be made.

3.5.3 Compaction. When the moisture content and conditions of the spread layers are satisfactory, each layer shall be compacted by the following method:

(1) Crawler-Type Tractor. Crawler-type tractors used for compaction shall weight not less than 20,000 pounds, shall exert a unit tread pressure of not less than 6 pounds per square inch and shall be operated at speeds not to exceed 3.5 miles per hour. Three complete passes over each layer will be required. The tractor will not be considered to be compacting while spreading materials.

3.5.3.1 Definition of Pass. A pass shall consist of one complete coverage of the surface of a layer by the treads of the roller, tractor, or other compacting equipment. Portions of the backfill that the compacting equipment cannot reach for any reason shall be compacted by an approved method to the density at least equal to that of the surrounding embankments.

3.5.3.2 Additional Compaction. If, in the opinion of the Contracting Officer, the desired compaction of any portion of the backfill cannot be secured by the minimum number of passes specified, additional complete passes shall be made over the surface area of such designated portion until the desired compaction has been obtained. An equitable adjustment in the contract price and time will be made.

3.5.4 Levee Restoration Using Geogrid

3.5.4.1 Storage and Handling. The geogrid materials shall be furnished by the Government and installed by the Contractor. The Contractor shall be required to obtain the geogrid materials from Ensley Engineer Yard (EEY), 2915 Riverport Rd., Shelby County, Memphis, TN 38109. The geogrid shall be stored at a temperature above –20 degrees F and shall be protected from direct

sunlight, ultra-violet rays, temperatures greater than 140 degrees F, mud, dirt, dust and debris. Rolled geogrid may be laid flat or stood on end for storage. To the maximum extent possible, the geogrid shall be maintained wrapped in a heavy-duty protective covering.

3.5.4.2 Foundation Preparation. Areas on which the geogrid is to be placed shall be dressed to remove humps and depressions within the slope lines and to provide relatively smooth and uniform surfaces to conform to the cross sections shown on the drawings and as described in these specifications. The foundation shall be compacted by three complete passes of a crawler-type tractor weighing at least 20,000 pounds and exerting a tread pressure of at least six pounds per square inch (6psi). Immediately prior to placing the geogrid, the prepared base will be inspected by the Contracting Officer. No geogrid shall be placed until those areas of prepared base have been approved.

3.5.4.3 Installation. The geogrid shall be placed at the proper elevation and orientation as shown on the drawings. At the time of installation, geogrid will be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage. Geogrids shall be placed smooth and taut and free of folds, wrinkles or creases. Primary geogrids shall be a continuous strip of reinforcement placed perpendicular to the levee centerline. Overlaps in the direction of primary reinforcement, perpendicular to the levee centerline, will be a minimum for four feet (4') at the end of each roll. Secondary geogrids, those placed parallel to the levee centerline, shall be overlapped four feet (4') at the end of each roll. The use of staples, pins or fill to secure the geogrids is acceptable during construction to prevent movement during installation.

3.5.4.4 Placement of Geogrid. After excavation of the levee slide, a primary layer of geogrid shall be placed the full width of the excavation. Primary layers of geogrid are defined to be geogrid rolled perpendicular to the levee centerline. Following placement of the geogrid, a twelve-inch (12") layer of backfill shall be placed and compacted as specified in paragraph 3.4.4 above. After this step, a secondary layer of geogrid (geogrid material rolled parallel to the levee centerline) shall be placed so that it extends from the face of the slope to a minimum of five feet (5') to a maximum of five and one-half feet (5'-6") into the levee, as shown on the drawings. The primary layers of geogrid and the secondary layers of geogrid shall be placed at a minimum of six inches (6") and not to exceed a maximum of twelve inches (12") from the face of the slope, as shown on the drawings. The secondary layer of geogrid shall also be covered by a twelve inch (12") layer of backfill placed and compacted as described in paragraph 3.4.4 above below. The procedure of alternating primary and secondary layers of geogrid over a twelve-inch (12") semi-compacted lift shall be repeated until there is insufficient levee height to provide a minimum of twelve inches (12") of cover over the last layer of reinforcement. At this point, finish dressing to the levee slope shall be provided. A tolerance of two-tenths of one foot (0.2') above the prescribed grade and section will be allowed in the final dressing provided that any excess material is so distributed that there are no abrupt humps or depressions in the surface.

3.6 SLIDES AND SHOALS

In case sliding or shoaling occurs in any part of the excavation prior to the final acceptance of the

work, the Contractor shall repair such portions of the slides and shoals as the Contracting Officer may direct. In case the slide or shoal is caused through the fault of the Contractor, it shall be repaired without cost to the Government. In case the slide or shoal is due to no fault of the Contractor, the yardage ordered removed will be included in the yardage to be paid for at the contract unit price per cubic yard for "Excavation". Material removed from the slides and shoals shall be disposed of in the disposal areas in accordance with the provisions of 3.3 above.

--End of Section--

DIVISION 2 - SITE WORK

SECTION 02542

STONE PROTECTION

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SECTION 02542

STONE PROTECTION

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment and materials, and performing all operations in connection with the construction of the stone protection, including foundation preparation, placement of filter material, and placement of riprap and grouting, all in accordance with these specifications and the contract drawings.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in the section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including, but not limited to, the following:

(1) Foundation

Preparation (line and grade).

(2) Inspection

At the worksite to ensure use of specified materials.

(3) Filter

Gradation and placement.

(4) Riprap

Gradation and placement.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issue listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto:

U.S. ARMY CORPS OF ENGINEERS, HANDBOOK FOR CONCRETE AND CEMENT (CRD)

CRD-C 106-93	Unit Weight and Voids in Aggregate
CRD-C 107-94	Specific Gravity and Absorption of Coarse Aggregate

PART 2 PRODUCTS

2.1 STONE

2.1.1 General

All stone shall be durable material as approved by the Contracting Officer. The sources from which the Contractor proposes to obtain the material shall be selected well in advance of the time when the material will be required. In case an undeveloped source is to be used, the Contractor will be required to show that an ample quantity of material is available before making quality tests. Stone for riprap shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, seams and other defects that would tend unduly to increase its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

2.1.2 Sources and Evaluation Testing

Riprap shall be obtained in accordance with the provisions in SECTION 00800, paragraph 1.30 STONE SOURCES. The Contractor shall submit suitable test reports and service records to show the acceptability of the riprap. If the Contractor proposes to furnish riprap from a source not currently listed, the Contractor will make such investigations as necessary to determine whether acceptable riprap can be produced from the proposed source. Satisfactory service records on work outside the Corps of Engineers will be acceptable. In order for riprap to be acceptable on the basis of service records, riprap of a similar size must have been placed in a similar thickness and exposed to weathering under similar conditions as is anticipated for this contract, and have satisfactorily withstood such weathering for a minimum of twenty years. If no such records are available, the Contractor will make tests to assure the acceptability of the riprap. The tests to which the riprap may be subjected include petrographic analysis, specific gravity, abrasion, absorption, wetting and drying, freezing and thawing and such other tests as may be considered necessary by the Contracting Officer.

The following guidance is provided for use by the Contractor in analyzing a new source of riprap. Riprap that weighs less than 155 lbs/cf or has more than 2% absorption will not be accepted, unless other tests and service records show that the riprap is satisfactory. The method of testing for unit weight will be CRD-C 106. The method of testing for absorption will be CRD-C 107. Samples shall be taken by the Contractor under the supervision of the Contracting Officer at least 60 days in advance of the time the placing of the riprap is expected to begin. The Contractor has the responsibility to assure the tests are performed in accordance with applicable Corps of Engineers' methods of testing given in the Handbook for Concrete and Cement, and will be performed at an independent, approved testing laboratory. The cost of testing will be borne by the Contractor.

2.1.3 Gradation

Gradation shall conform to the tables below and to the appropriate Plate at the end of this section. Neither the width nor the thickness of any piece shall be less than one-third of its length. An allowance of 5 percent by weight for inclusion of quarry spalls will be permitted. Stone shall be reasonably well graded between the largest and smallest pieces. The table below describes the upper and lower limit curves for the riprap gradation. The graph of the riprap submitted, when plotted on ENG Form 4055 shall fall within the limit curves plotted thereon. Graphs of the riprap sizes to be furnished are inserted at the end of this section as Plates I, Ia, Ib and Ic. The Contractor shall submit to the Contracting Officer a copy of the plots on the gradation graph for each size of riprap furnished.

TABLE I – RIPRAP "R 90" Plate I	
Percent Lighter by Weight (SSD)	Limits of Stone Weight, lb.
100	90 – 40
50	40 – 20
15	20 – 5

TABLE II – RIPRAP "R 200" Plate Ia	
Percent Lighter by Weight (SSD)	Limits of Stone Weight, lb.
100	200 – 80
50	80 – 40
15	40 – 10

TABLE III – RIPRAP "R 400" Plate Ib	
Percent Lighter by Weight (SSD)	Limits of Stone Weight, lb.
100	400 – 160
50	160 – 80
15	80 – 30

TABLE II – RIPRAP "R 650" Plate Ic	
Percent Lighter by Weight (SSD)	Limits of Stone Weight, lb.
100	650 – 280
50	280 – 130
15	130 – 40

2.1.4 Test Method

Gradation test method shall conform to the requirements of "LMVD Standard Test Method for Gradation of Riprap" which is inserted at the end of this section as PLATE II; an Example Gradation and Worksheet, an Example Gradation plotted on ENG Form 4055, and example Gradation Test Data Sheet; all inserted at the end of this section as Plates III, IV and V.

2.1.5 Gradation Test

The Contractor shall perform gradation tests on the riprap at the quarry. At least one gradation test shall be performed for each type of riprap prior to delivery of the stone to the jobsite indicated in each task order. If a previously tested and accepted stockpile is being used for more than one task order, a copy of that test shall be submitted in lieu of retesting. Testing shall then occur in 25,000 ton increments. In the event a noticeable change in the materials is observed during placement, such testing shall be performed at the direction of the Contracting Officer regardless of the quantity of materials delivered. Certified results of the tests shall be submitted to the Contracting Officer for approval before any more material is delivered to the jobsite. When a noticeable change is observed during placement of the material, samples shall be obtained from the delivery truck and a gradation test shall be performed by the Contractor and the Contracting Officer or his representative. If this test fails to meet the requirements, then the questionable material shall be removed from the jobsite. Tests shall be coordinated with the Contracting Officer and shall be performed under the supervision of the Contracting Officer or his representative. Samples shall be taken by the Contractor under the supervision of the Contracting Officer and shall be collected in a random manner that will provide samples that accurately reflect the actual gradations arriving at the jobsite. The sample size for riprap shall not be less than 15 tons. The Contractor shall provide all necessary screens, scales and other equipment, and the operating personnel therefor, and shall grade the samples, all at no

additional cost to the Government. The results of the gradation test(s) shall be plotted on ENG Form 4055 with the graphs of the upper and lower limit curves and shall be submitted to the Contracting Officer for approval.

2.2 FILTER MATERIALS

2.2.1 General

Filter material shall consist of gravel or crushed stone. The material shall be composed of tough, durable particles, shall be reasonably free from thin, flat and elongated pieces, and shall contain no organic matter nor soft, friable particles in quantities considered objectionable by the Contracting Officer.

2.2.2 Gradation

U.S. Standard Sieve No.	Permissible Limits Percent by Weight, Passing
3 inch	100
1-1/2 inch	85 – 100
¾ inch	35 – 70
3/8 inch	5 – 40
No. 4	0 - 10

The material shall be well-graded between the limits shown. The Contractor shall furnish a certified test report which certifies that the supplied filter material meets the above gradation and also furnish a representative sample of this same material to the Government.

PART 3 EXECUTION

3.1 BASE PREPARATION

Areas on which the filter material and riprap are to be placed shall be dressed to conform to cross sections shown on the contract drawings and as specified in SECTION 02225 - EARTHWORK. Humps and depressions within the slope lines shall be dressed to provide relatively smooth and uniform surfaces. Immediately prior to placing the filter material, the prepared base will be inspected by the Contracting Officer and no material shall be placed thereon until that area has been approved.

3.2 PLACEMENT OF FILTER MATERIAL

Filter material for riprap bedding shall be spread uniformly on the prepared base to the lines and grades as indicated on the contract drawings and in such manner as to avoid damage to the prepared base. Any damage to the surface of the prepared base during placing of the material shall be repaired before proceeding with the work. Compaction of material placed on the prepared base will not be required, but each layer shall be finished to present a reasonably even surface, free from mounds or windrows. The allowable deviation from the prescribed thickness shall be plus 2 inches.

3.3 RIPRAP

3.3.1 General

Riprap shall be placed on the prepared base and/or filter material within the limits shown on the contract drawings. Riprap shall be as specified in 2.1 above.

3.3.2 Placement

Riprap shall be placed in a manner which will produce a reasonably well-graded mass of rock with the minimum practicable percentage of voids, and shall be constructed, within the specified tolerance, to the lines and grades indicated on the contract drawings. A tolerance of plus 6 inches and minus 3 inches from the required finished surface of the riprap will be allowed provided these extremes do not occur adjacent to each other, and that neither extreme exists over more than 10 percent of the total area. Riprap shall be placed to its full course thickness in one operation and in such manner as to avoid displacing the filter material. The larger stones shall be well distributed and the entire mass of stones in their final position shall be graded to conform to the gradation specified in 2.1.3 above. The finished riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Placing riprap in layers will not be permitted. Placing riprap by dumping it on the slope or pushing it down the slope will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source; or by other methods of placement which will produce the specified results. Individual stones shall be rearranged to the extent necessary to obtain a reasonably well-graded distribution of stone sizes as specified above. The Contractor shall maintain the riprap until accepted and any material displaced prior to acceptance and due to the Contractor's negligence shall be replaced at his expense and to the lines and grades indicated on the contract drawings.

3.4 GROUTING

3.4.1 Grout

Grout shall be concrete consisting of one (1) part Portland cement, two (2) parts clean sand, three (3) parts of 3/4 " maximum size coarse aggregate, a suitable air-entraining admixture and sufficient potable water to facilitate working grout into riprap voids.

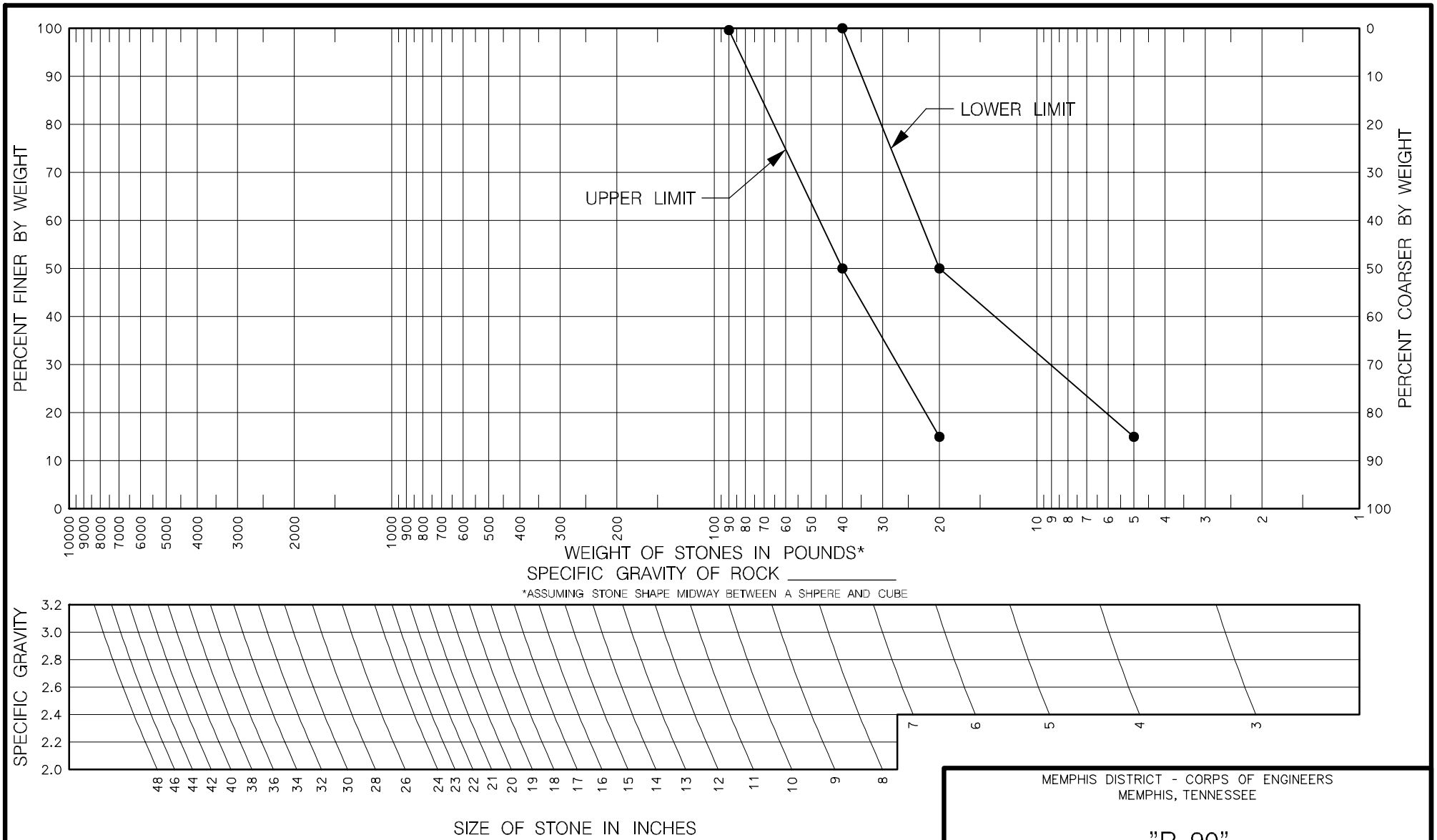
3.4.2 Placement

Portions of completed riprap paving as indicated on the drawings furnished with each task order shall be grouted. No grout shall be placed under water. The grout shall be mixed in a manner so as to produce a mixture having a consistency which will permit gravity flow into the interstices of the riprap with the help of limited spading and brooming. The grout shall be used in the work within 90 minutes after mixing. Retempering of grout will not be permitted. Riprap shall not be grouted when the ambient temperature is below 40 degrees F or above 85 degrees F unless approved by the Contracting Officer in writing, nor when the grout, without special protection, is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of riprap shall be wetted. The riprap shall be grouted in successive strips, approximately 10 feet in width, commencing at the lowest strip and working up the slope. Each batch of grout shall be dumped on the upper portion of the ungrouted part of the strip and worked into the voids between the stones and down the slopes. Grout shall be brought to the place for final deposit by approved means, and in no case shall grout be permitted to flow on the riprapped surface a distance in excess of 10 feet. Immediately after dumping a batch of grout, it shall be distributed over the surface of the strip by the use of brooms and the grout worked into place between stones with suitable spades and trowels. Adequate precautions shall be taken to prevent grout from penetrating the prepared base. As a final operation, the excess grout shall be removed from the top surfaces of the upper stones and from packets and depressions in the surface of the stone protection by use of a stiff broom having bristles resistant to water and capable of withstanding hard sweeping; and scrubbing. After completion of any strip as specified, no workman, nor any load, shall be permitted on the grouted surface for a period of at least 24 hours. The surface of all grouted riprap shall be protected from rain, flowing water and mechanical injury for a period of at least 24 hours. The surface of all grouted riprap shall be cured by keeping the surface continuously wet for a period of not less than 72 hours or by application of an approved curing compound.

3.4.3 Maintenance

The Contractor shall maintain the grouted riprap until accepted, and any material displaced prior to acceptance and due to the Contractor’s negligence shall be replaced at his expense and to the lines and grades shown on the contract drawings.

-- End of Section --



MEMPHIS DISTRICT - CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

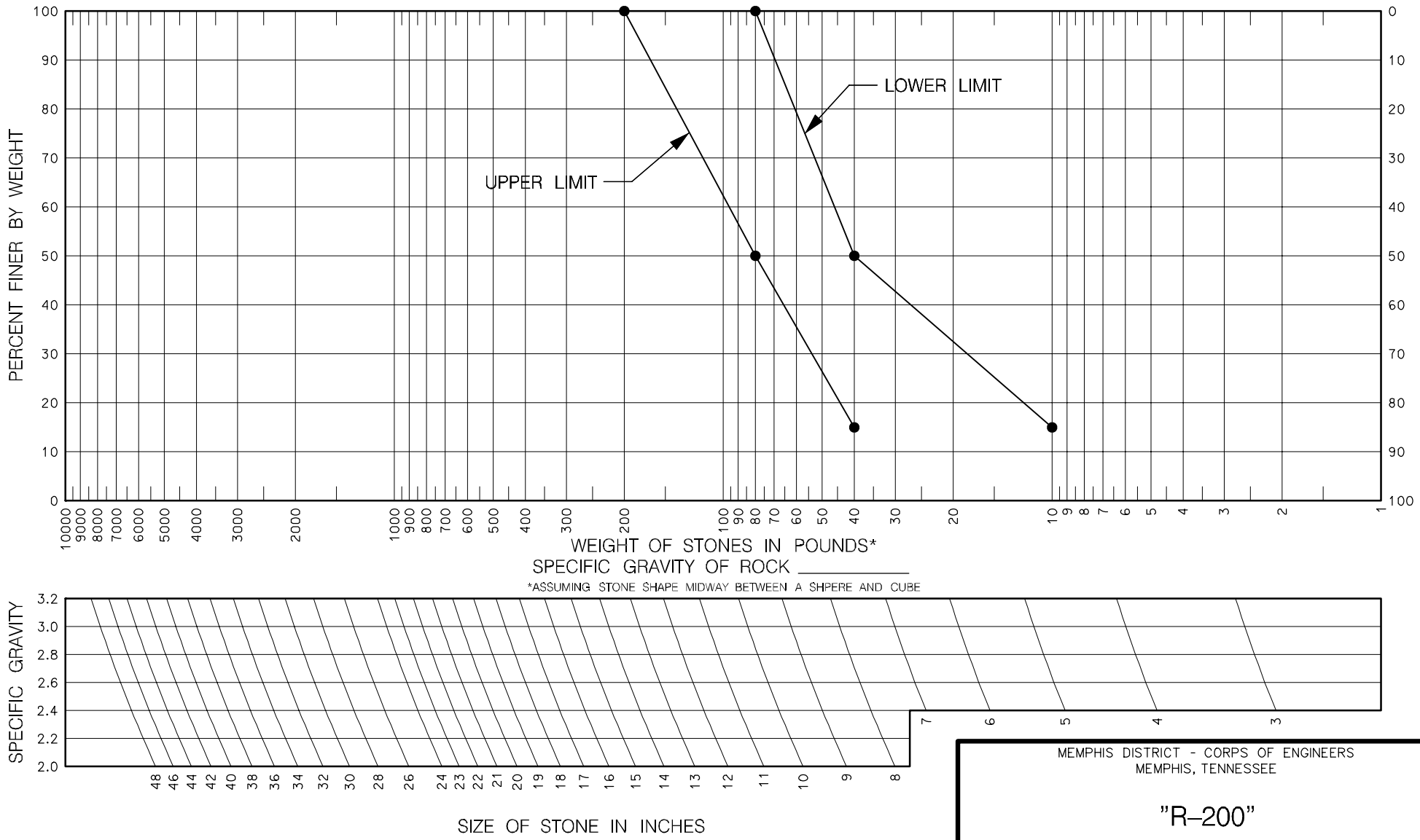
"R–90"

PROJECT: _____ DATE: _____

RIPRAP GRADATION CURVES

Plate I

ENG FORM 4055
APR 67



MEMPHIS DISTRICT - CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

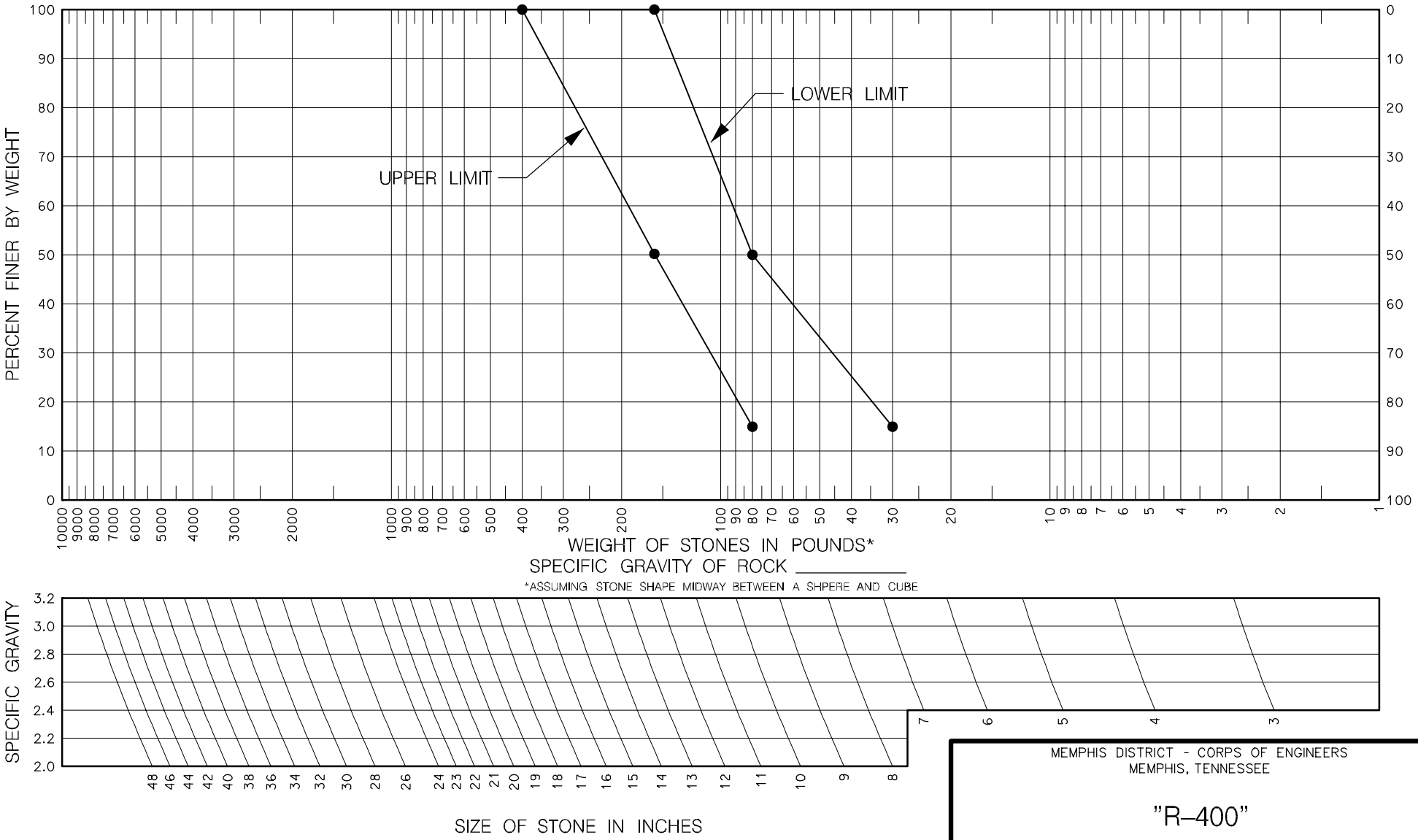
"R–200"

PROJECT: _____ DATE: _____

RIPRAP GRADATION CURVES

Plate Ia

ENG FORM 4055
APR 67



MEMPHIS DISTRICT - CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

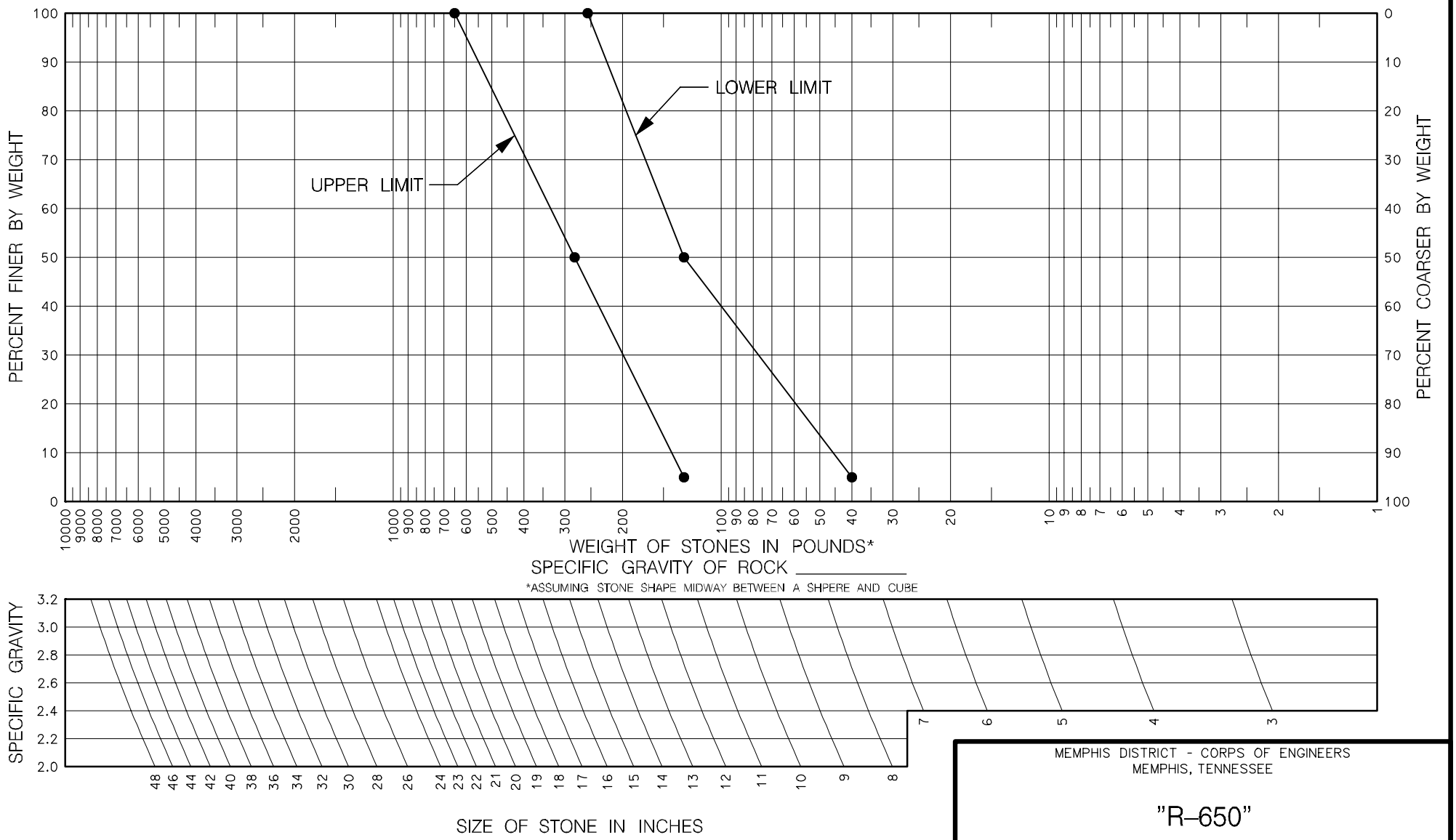
"R–400"

PROJECT: _____ DATE: _____

RIPRAP GRADATION CURVES

ENG FORM 4055
APR 67

Plate Ib



MEMPHIS DISTRICT - CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

"R–650"

PROJECT: _____ DATE: _____

RIPRAP GRADATION CURVES

ENG FORM 4055
APR 67

Plate Ic

LMVD STANDARD TEST METHOD FOR GRADATION

A. Select a representative sample (Note #1), weigh and dump on hard stand.

B. Select specific sizes (see example) on which to run "individual weight larger than" test. (See Note #2). Procedure is similar to the standard aggregate gradation test for "individual weight retained".

C. Determine the largest size stone in the sample. (100% size)

D. Separate by "size larger than" the selected weights, starting with the larger sizes. Use reference stones, identified weights, for visual comparison in separating the obviously "larger than" stone. Stones that appear close to the specific weight must be individually weighed to determine size grouping. Weigh each size group, either individually or cumulatively.

E. Paragraph D above will result in "individual weight retained" figures. Calculate individual percent retained (heavier than) and cumulative percent retained and cumulative percent passing (lighter than). Plot percent passing, along with the specification curve on ENG Form 4055.

NOTES

1. Sample Selection. The most important part of the test and the least precise is the selection of a representative sample. No "standard" can be devised; larger quarry run stone is best sampled at the shot or muck pile by given direction to the loader; small graded riprap is best sampled by random selection from the transporting vehicles. If possible, all parties should take part in the sample selection and agree before the sample is run that the sample is representative.

2. Selection of Size for Separation. It is quite possible and accurate to run a gradation using any convenient sizes for the separation, without reference to the specifications. After the test is plotted on a curve, then the gradation limits may be plotted. Overlapping gradations with this method are no problem. It is usually more convenient, however, to select points from the gradation limits, such as the minimum 50% size, the minimum 15% size, and one or two others as separation points.

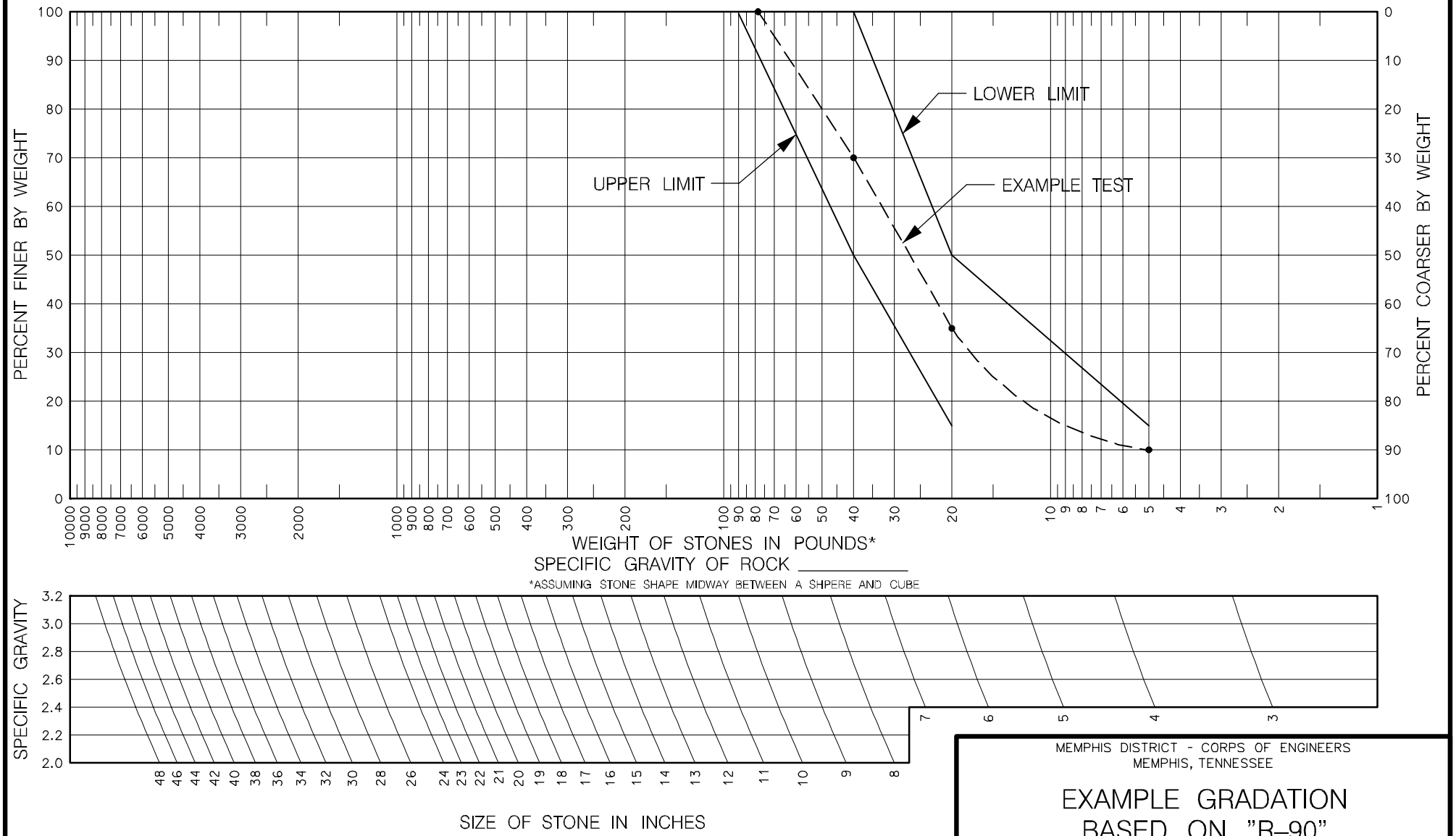
EXAMPLE GRADATION-SPECIFICATIONS BASED ON "R-90"

Stone Weight in Lbs.	Percent Finer by Weight
90 - 40	100
40 - 20	50
20 - 5	15

EXAMPLE GRADATION-WORKSHEET BASED ON "R-90"

Stone Size (lbs)	Weight Retained	Individual % Retained	Cumulative % Ret.	Cumulative % Pass	Specification % Finer by wt
90	0	0	-	100	
40	9600	30	30	70	100
20	11200	35	65	35	50
5	8000	25	90	10	15
< 5	3200	10	100	-	
Total Weight	32000lbs				

Remarks: LARGEST STONE SIZE = 78 LBS



MEMPHIS DISTRICT - CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

EXAMPLE GRADATION BASED ON "R–90"

PROJECT: _____ DATE: _____

RIPRAP GRADATION CURVES

ENG FORM 4055
APR 67

Plate IV

G R A D A T I O N T E S T D A T A S H E E T

Quarry _____ Stone Tested _____

Date of Test _____ Testing Rate _____

T E S T R E P R E S E N T S

Contract No.	District	Tons
	TOTAL	

G R A D A T I O N

Stone Size (lbs)	Individual Weight Retained	Individual % Retained	Cumulative %Coarser	Cumulative %Finer	Specification % Finer by wt
Total Weight					

Remarks:_____
_

I Certify that the above stone sample is representative of the total tonnage covered by this test report.

Contractor Representative
_____

Government Representative
_____

DIVISION 2 – SITE WORK

SECTION 02546

AGGREGATE SURFACING

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2.2.3 Government Testing

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3.2 USE OF HAUL ROADS
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SECTION 02546

AGGREGATE RESURFACING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, materials, and equipment, and performing all operations necessary for preparation of the existing gravel surface and construction of 4 inches of compacted aggregate resurfacing.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including, but not limited to, the following:

1.2.1 Subgrade

Location, preparation.

1.2.2 Materials

Material delivered to the site shall conform to the specifications.

1.2.3 Placement

Width, thickness, distribution, compaction, final grading, and maintenance.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to elsewhere in this section by basic designation only, form a part of the specification to the extent indicated by the references thereto:

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM) PUBLICATIONS

D 422-63 (R 1990)	Particle-Size Analysis of Soils

D 4318-84	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

PART 2 PRODUCTS

2.1 AGGREGATES

Aggregate for surfacing shall be composed of sand-clay-gravel mixtures; gravel or stone screenings; crusher run coarse aggregate consisting of gravel or crushed stone with sand and binding material; or any combination of such materials which conforms to specified requirements. All material shall be free from organic matter and lumps or balls of clay. The material shall conform to the requirements as specified in 2.1.1 and 2.1.2 below, and shall conform to the gradation specified in 2.1.3 below as determined by ASTM D 422. All aggregate surfacing furnished under this contract shall comply favorably with representative samples as to quality, gradation, and moisture content.

2.1.1 Coarse Aggregate

Coarse aggregate is defined as aggregate retained on the No. 10 (2.00 mm) sieve. Coarse aggregate shall consist of hard, durable particles or fragments of stone or gravel. Materials that are soft, pliable, or subject to rapid deterioration when exposed to weathering shall not be used.

2.1.2 Fine Aggregate

Fine aggregate is defined as aggregate passing the No. 10 (2.00mm) sieve. Fine aggregate shall consist of natural or crushed sand, and also shall include fine mineral particles passing the No. 200 (0.075 mm) sieve. The fraction of the material passing the No. 200 (0.075 mm) sieve shall be no more than two-thirds that of the fraction passing the No. 40 (0.425 mm) sieve. That portion of the aggregate passing the No. 40 (0.425 mm) sieve shall have a liquid limit of not more than 35 and a plasticity index of not less than 6 nor more than15, as determined by ASTM D 4318. However if crushed stone is utilized then the plasticity index shall be between 0 and15.

2.1.3 Gradation

Aggregate resurfacing material shall conform to the following gradation when it is delivered to the job site:

U.S. Standard Sieve No.	Permissible Limits Percent by Weight, Passing
3 inch	100
1-1/2 inch	85 – 100
¾ inch	65 – 100
3/8 inch	40 – 80

No. 4	30 - 60
No. 10	20 – 50
No. 40	15 – 35
No. 200	1 – 15

2.2 SAMPLING AND TESTING

2.2.1 General

Representative samples for testing of the material shall be taken by the Contractor under the supervision of the Contracting Officer. All costs of the sampling and testing, except as specified in 2.2.3 below, shall be borne by the Contractor and no separate payment will be made therefor.

2.2.2 Contractor Testing

Prior to delivery of any material to the job site, the material shall be tested for compliance with the specifications by an approved independent testing laboratory. Such tests shall be performed before each 5,000 cubic yards of material is delivered to the job site under this contract, and in the event a noticeable change in the materials is observed during placement, such testing shall be performed at the direction of the Contracting Officer regardless of the quantity of material delivered. Certified results of the tests shall be submitted to the Contracting Officer for approval before the next 5,000 cubic yards of material is delivered to the job site. When a noticeable change is observed during placement of the material, samples shall be obtained from the delivery truck and a gradation test shall be performed by the Contractor. If this test fails to meet the requirements, then the questionable material shall be removed from the job site.

2.2.3 Government Testing

At the same time that samples for Contractor testing as specified in 2.2.2 above are taken, the Contractor shall take samples for assurance testing to be performed by and at the expense of the Government. The Contractor shall deliver such samples to the appropriate Area Engineer as indicated on each task order. Assurance testing requires approximately 5 days. Notice of assurance sample deliveries shall be given to the Contracting Officer's Representative prior to delivery.

PART 3 EXECUTION

3.1 CLEARING AND DEBRIS REMOVAL

All grass, weeds, sod, and other debris shall be cleared from the subgrade prior to gravel placement. Debris resulting from clearing operations shall be removed from the right-of-way, in compliance with all Federal, State, and local laws. Areas outside the limits of

gravel surfacing shall be disturbed the least amount practicable, and shall be returned to a smooth slope upon completion of clearing and resurfacing operations.

3.2 USE OF HAUL ROADS

The Contractor shall acquaint himself with load limits and other regulations applicable to his use of public roads and/or highways for deliveries to be made under this contract and shall comply with all such load limits and regulations. Haul roads on the levee and its appurtenances which are used by the Contractor shall be maintained by him in a condition satisfactory for vehicular traffic. The Contractor shall not operate hauling equipment on the levee slopes except at ramps.

3.3 SUBGRADE

The subgrade shall be symmetrical and shall be prepared as indicated on the drawings and so that drainage will occur each way from the centerline. Subgrade shall be graded and smooth. The subgrade shall be in a satisfactory condition for receiving the aggregate for a distance of at least 1500 feet in advance of the placing of the aggregate. All potholes and ruts in the existing roadway surface shall be repaired in advance of resurfacing by removing any soft material in and/or adjacent to the potholes and ruts and by placing and compacting aggregate until the damaged area is restored to the same elevation as the surrounding undamaged road surface. The potholes and ruts shall be dry at the time of repair.

3.4 PLACEMENT

3.4.1 Aggregate shall be placed and spread upon the subgrade in the amount required to produce a pavement with width and compacted thickness as indicated on the drawings. The placement shall be commenced at the nearest point of delivery of the surfacing material and shall be carried continuously away from such point unless otherwise authorized by the Contracting Officer. Placing of aggregate will not be allowed when the roadway surface, in the opinion of the Contracting Officer, is too wet to place aggregate. No unspread aggregate shall be left in a piled condition overnight. Reaches of surfacing which are no longer needed for haul roads for supplying the aggregate shall be graded and dressed to provide a slope each way from the centerline and then compacted by at least four passes of a pneumatic tired roller having tire pressure of 35 to 40 pounds per square inch and a gross weight of not less than 20,000 pounds or by other approved compacting equipment which will obtain comparable compaction. A pass of the roller shall consist of the completed coverage of the surface by the roller. The compaction passes of the roller shall not be performed when the material is so wet that it is displaced under the roller or when the material is too dry for proper bonding. In the event aggregate is hauled over rolled portions of the surfacing, such portions shall subsequently be graded, dressed and rolled again as specified hereinabove at no additional cost to the Government. The surfacing shall be maintained in an acceptable condition until acceptance.

3.4.2 By the end of each workday, all aggregate surfacing hauled and placed on the levee roadway and ramps shall be spread and blended into the existing levee roadway surface and ramps as specified in paragraph 3.4.1 above. At no time under this contract shall aggregate surfacing be dumped and left at the end of the workday without being placed as specified above.

3.5 MAINTENANCE

The Contractor shall maintain the aggregate surfacing in a good and satisfactory condition until acceptance. The Contractor shall correct any deficiencies in width and thickness and shall remove, dispose of as described in paragraph 3.1 above, and replace, without additional compensation, any deficient material placed in the work.

-- End of Section --

DIVISION 2 - SITE WORK

SECTION 02700

CULVERT REMOVAL AND INSTALLATION

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SECTION 02700

CULVERT REMOVAL AND INSTALLATION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, equipment, and materials, and performing all operations necessary for the removal and disposition of existing culverts, and for the installation of new corrugated metal pipe culverts and flared end sections, as directed.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including, but not limited to, the following:

(1) Materials

Review, prior to submittal, of certificates for compliance with specification requirements.

(2) Installation

Length, type, location, alignment, grade, slope, foundation bedding, coupling bands, repair of damaged areas.

(3) Backfill

Thickness of layers, maintenance of culvert alignment, compaction, elevation.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issue listed below, but referred to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS.

A 760/A760M-93a	Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
A 849-94	Post Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
D 698-91	Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
D 1556-90 with editorial change 2	Density and Unit Weight of Soil in Place by the Sand-Cone Method
D 2922-91	Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

PART 2 PRODUCTS

2.1 GENERAL

The zinc-coated (Galvanized) corrugated metal pipe culverts shall conform to the requirements of ASTM A 760, for Type I and shall conform to the requirements of ASTM A 849 for fully coated with paved invert using Class B material. The manufacturer's certified statement as to quality will be accepted in lieu of performing the prescribed tests. The gauge of the pipe shall be dependent upon the diameter of the pipe and shall conform to the following table. The coupling bands, flared end sections and other appurtenances shall be in accordance with the manufacturer's recommendations for the diameter of pipe used. Coupling bands shall be coated as specified hereinabove for the pipe and shall have corrugations, not projections, that mesh with the pipe corrugations, and if helical corrugations are used, each length of helical pipe used shall have annular corrugations in accordance with the manufacturer's recommendations a minimum 12-inch length of annular corrugations at each end. All installation hardware shall be as recommended by the materials manufacturer.

Diameter	Gauge
24"	14
36"	12
48"	12
60"	10

2.2 FLARED END SECTIONS

The flared end sections shall be the pipe manufacturer's standard flared end section for use with the specified pipe. Flared end sections shall be manufactured from galvanized sheet steel.

2.3 FLAPGATES

The flapgates shall be of appropriate size for use with the installed culvert. The flapgates shall be made of cast iron, shall be of spigot back design and shall be for use in low to medium head installations. The studs, bolts and pins shall be of stainless steel and the bushings shall be bronze. Hinge links shall be corrosion resistant and the top pivot points shall be adjustable. The cast iron frame and cover shall be machined for a uniform fit.

PART 3 EXECUTION

3.1 REMOVAL OF EXISTING CULVERTS

The existing culverts indicated on the drawings to be removed shall be removed from their present positions and disposed of by removal from the site and placement at a facility approved for such disposal. The Contractor shall perform such excavation as is necessary for removal of the culverts. The removal of existing culverts shall be incidental to and paid for under the bid item "Excavation". Earth materials resulting from the excavation shall be stockpiled and subsequently used in the culvert backfill or shall be disposed of as specified in SECTION 02225, paragraph 3.4.

3.2 INSTALLATION OF CULVERT PIPE, FLARED END SECTIONS AND FLAPGATES

The culvert pipe length as shown on the drawings will be approximate only. The exact location and length of the culvert will be determined in the field by the Contracting Officer and the Contractor will be notified of such length prior to installation. Installation of the pipe shall be accomplished in the dry. The pipe shall be bedded on a smooth surface with invert elevation as determined in the field. Joints shall be carefully made by the material manufacturer's standard method, subject to the provisions of 2 above. Pipe shall be handled with care so that damage to the coating will be minimized. Coupling band rods, if applicable, and damaged areas of pipe shall be coated with an approved asphaltic cement prior to placement of backfill, and in case damaged areas are at joints, such areas shall be coated prior to making the joint. The Contractor shall perform such excavation as is necessary for installation of the culverts and the flared end sections. Excavated materials shall be utilized in the backfill or embankment or shall be disposed of as specified in Section 02225, paragraph 3.4. Installation of culverts, flared end sections and flapgates shall be in accordance with the manufacturer's instructions. Installation of culverts, flared end sections and flapgates shall be incidental to and paid for under the bid item "Compacted Backfill".

3.3 BACKFILL

3.3.1 General

Backfill material shall be material as specified in paragraph 3.2 of Section 02225, and it shall be placed around and over the culvert pipe to the line and grade indicated on the drawings and/or as directed by the Contracting Officer. Backfill material shall be obtained from the required excavations, and shall be free from roots, muck, brush and other objectionable matter. Material used

within 2 feet of the pipe shall consist of cohesive material. The Contractor will be required, when directed, to remove any materials which the Contracting Officer considers to be objectionable in the backfill. Frozen material shall not be placed in the backfill nor shall material be placed upon frozen foundations. The suitability of each section of the foundation for placing materials thereon will be determined by the Contracting Officer.

3.3.2 Compacted Backfill

Backfill material within 2 feet of the pipe shall be placed concurrently on each side of the pipe in layers not more than 6 inches in thickness prior to compaction. In placing and compacting the material, care shall be taken to insure that the backfill is rammed tight against the pipe at all points. Compaction within 2 feet of culvert pipe shall be accomplished by the use of approved mechanical hand tampers. Each layer of backfill placed within 2 feet of the culverts shall be compacted to a density of at least 95 percent of the laboratory density obtained by the standard density test (ASTM D 698), Method D. The field density determination shall be by the Sand-Cone Method (ASTM D 1556) or by the Nuclear Method (ASTM D 2922). The moisture content after compaction shall be within the limits of 2 percentage points above optimum and 3 percentage points below optimum moisture content as determined by the Contracting Officer in accordance with ASTM D 698. The materials may require moistening or aerifying as necessary to provide the above specified moisture content. The Contractor will perform standard laboratory density tests as specified in ASTM D 698 for each type of material used in the fill to determine optimum water content and maximum densities. Tests shall be performed by an approved commercial testing laboratory or may be tested by facilities furnished by the Contractor. The Contractor shall perform field density and water content tests on each layer of material placed to assure that proper compaction is being achieved. The location where the Contractor is to take the field density and water content tests shall be as specified by the Contracting Officer. The Contracting Officer reserves the right to make quality assurance tests at the Governments Laboratory to verify Contractor test results. The cost of the assurance testing at the Government Laboratory will be at the Governments expense.

3.3.3 Semi-compacted Backfill

The remaining culvert backfill shall be placed in layers not exceeding 12 inches in thickness prior to compaction and shall be semi-compacted. Each layer shall be compacted by at least 3 passes of a crawler type tractor weighing not less than 20,000 pounds and exerting a unit tread pressure of not less than 6 pounds per square inch and operated at speeds not to exceed 3.5 miles per hour or by other approved compacting equipment which will attain comparable compaction. When in the opinion of the Contracting Officer, the surface of any layer is too smooth to bond properly with the succeeding layer, it shall be adequately scarified before the succeeding layer is placed. The layers shall be uniformly spread, distributed, and otherwise manipulated during placement to such an extent that individual loads of material deposited on the fill will not remain intact, and large, open voids in the fill will be eliminated.

3.4 FILTER MATERIAL AND RIPRAP AT THE CULVERTS

Filter material and riprap at the culverts shall be as shown on the drawings with the task order and shall be as specified in SECTION 02542 - STONE PROTECTION.

--End of Section--

DIVISION 2 - SITE WORK

SECTION 02936

ESTABLISHMENT OF TURF

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DIVISION 2 – SITE WORK

SECTION 02936

ESTABLISHMENT OF TURF

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for establishment and mowing of turf on areas either as specified herein or as shown on the drawings.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for turfing operations to assure compliance with the contract requirements and shall maintain records of his quality control for all construction operations, including, but not limited to, the following:

(1) Soil Testing

The tests are specified in paragraph 2.2.2 below.

(2) Preparation of Ground Surface

Location and quality of finish dressing, including necessary clearing, filling or dressing out of washes, smoothness and uniformity of surfaces, and time of year.

(3) Fertilizing (and Liming)

Quality of materials, area fertilized (and limed), quantity applied, and method of application.

(4) Type of Turf

Quality, source, placing, covering, and compaction effort.

(5) Seeding

Quality and type of seed, area covered, rate of application, quantity of seed used and method of distribution.

(6) Mulching (If Used)

Type of materials, area mulched, quantity applied, method of application.

(7) Maintenance and Repair

Location and type of maintenance problems and remedial treatment performed.

(8) Watering (If Used)

Quality of water, area watered, quantity applied, and method of application.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 AREAS TO BE TURFED

Turf shall be established on all disturbed surfaces, as indicated on each task order or as indicated by the Contracting Officer.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Fertilizer (and Limestone)

If the Contractor elects to use fertilizer, the fertilizer shall meet the requirements of the state where the work takes place for commercial fertilizer. Fertilizer shall consist of a mixture containing nitrogen, phosphorous, and potash, and shall be uniform in composition and free-flowing. The fertilizer may be delivered to the site in bags or other convenient containers or delivered in bulk. If delivered in bags or containers, the fertilizer shall be fully labeled in accordance with the applicable fertilizer laws of the state where the work takes place/applicable state, and shall bear the name, tradename or trademark, and warranty of the producer. Should the commercial fertilizer be furnished in bulk, the Contractor shall furnish certified weight tickets and a certified quantitative analysis report, in triplicate, from a recognized testing laboratory certifying the nutrient ratio of the materials. In the event the commercial mixture is delivered to the job site in the original containers, unopened, the analysis report will not be required. Quantity of fertilizer (and lime), if used, required per acre shall be determined by certified soil tests as specified in paragraph 2.2.2 below. Limestone shall be approved agricultural grade limestone containing not less than 85 percent total carbonates. Limestone shall be ground to such fineness that 25 percent will pass a 100-mesh sieve and 100 percent will pass an 8-mesh sieve.

2.1.2 Mulch

2.1.2.1 General

If the Contractor elects to use mulch to protect the turfed areas, the material used for mulching shall be materials that do not contain noxious grass or weed seed that might be detrimental to the turfing being established or to adjacent farmland.

2.1.2.2 Wood Cellulose Fiber Mulch

Wood cellulose fiber mulch for use with hydraulic application equipment shall consist of wood cellulose fiber, processed to contain no growth or germination inhibiting factors, and dyed an appropriate color to facilitate visual metering of application of the materials. The wood cellulose fiber shall contain not in excess of 10 percent moisture, air dry weight basis. The wood cellulose fiber shall be manufactured so that after addition and agitation in slurry tanks, with water, and any other additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover which, after application, will allow the absorption of moisture and allow rainfall or mechanical watering to percolate to the underlying soil. The Contractor shall be prepared to submit, on request, certification from the supplier that laboratory and field testing of the product has been accomplished, and that the product meets the foregoing requirements.

2.1.3 Water

If the Contractor elects to use water as an aid to establish turf, the water used shall be free of injurious quantities of oil, acid, alkali, salt, and other substances harmful to growth of grass.

2.1.4 Spot Sod

If the Contractor elects to spot sod, the sod used to turf the areas specified shall contain a minimum of 85 percent Bermuda grass. Each piece of sod shall have an area of not less than 16 square inches and shall have not less than 2 inches of earth adhering to the roots. Sod that contains noxious grasses and weeds that might be detrimental to the turfing being established will not be acceptable.

2.1.5 Sprigs

If the Contractor elects to sprig, the sprigs used to turf the areas specified shall consist of Bermuda grass. Sprigs that contain noxious grasses and weeds that might be detrimental to the turfing being established will not be acceptable.

2.1.6 Seed

The Contractor shall furnish seed labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act. Seed shall be furnished in sealed, standard containers unless written exception is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable. The specifications for seeds shall conform to the

following, unless otherwise approved by the Contracting Officer.

Kind of Seed	Minimum Purity (percent)	Minimum Germination (percent)
Switchgrass	95	80
Perennial Rye	95	80
Red Top	95	80
Bermuda Grass	95	80

2.1.7 Soil for Repairs

For fill of areas to be repaired, soil shall be of a quality at least equal to that which exists in areas adjacent to the area to be repaired. Soil used shall be free from roots, stones, and other materials that hinder grading, planting, and maintenance operations and shall be free from objectionable weed seeds and toxic substances.

2.2 SAMPLING AND TESTING

2.2.1 General

Sampling and testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. Sampling and testing shall be performed by a recognized testing agency.

2.2.2 Soil Testing

Prior to beginning turfing operations, soil from the areas to be turfed shall be tested to determine soil nutrient and limestone requirements. At least one sample per acre shall be tested. Certified test results, and application rates for nitrogen, phosphorous, potash, and limestone (if required), indicated by the soil tests shall be furnished to the Contracting Officer prior to fertilizing.

2.2.3 Material Testing

2.2.3.1 Fertilizer and Limestone (If used)

Duplicate signed copies of invoices from suppliers shall be submitted to the Contracting Officer. Invoices for fertilizer shall show quantities and the percentages of nitrogen, phosphorous, and potash. If limestone is used, the limestone invoice shall show the quantity and the percentages of limestone that pass the 100- and 8-mesh sieves. Upon completion of the project, a final check of the total quantity of fertilizer used will be made against total area treated, and if minimum rates of application have not been met, an additional quantity of material sufficient to make up the minimum application rate shall be distributed as directed.

2.2.3.2 Seed

The Contracting Officer shall be furnished duplicate signed copies of statements certifying that each container of seed delivered is labeled in accordance with the Federal Seed Act and is at least equal to the requirements specified in paragraph 2.1.6 above. This certification shall be obtained from the supplier and shall be furnished on or with all copies of seed invoices.

PART 3 EXECUTION

3.1 COMMENCEMENT, PROSECUTION AND COMPLETION

3.1.1 General

The dressing and turfing operation for embankments shall commence as soon as practicable following the completion of construction in an area. Dressing and turfing operations on other areas shall commence upon completion of all work in that area. Prior to prosecuting the turfing operation, the Contractor shall repair rainwash, if any, dress, and prepare the areas for turfing. All turfing operations shall be accomplished during the season between 1 March and 30 June, or between 1 September and 15 November, inclusive, unless otherwise authorized by the Contracting Officer.

3.1.2 Sequence of Work

The sequence of operations for work prescribed in this section shall be as follows:

(1) Preparation of ground surface.

(2) Fertilizing.

(3) Spot sodding or sprigging.

(4) Seeding.

(5) Compacting, where applicable.

(6) Mulching, where applicable

3.2 PREPARATION OF GROUND SURFACE

3.2.1 General

Equipment, in good condition, shall be provided for the proper preparation of the ground and for handling and placing all materials. Equipment shall be approved by the Contracting Officer before work is stated.

3.2.2 Clearing

Prior to grading and finish dressing, vegetation that may interfere with turfing operations shall be removed and shall be disposed of as specified in Section 02115, paragraph 3.3. The surface shall be cleared of roots, cable, wire, and other materials that might hinder the work or subsequent maintenance.

3.2.3 Dressing

Surfaces to be turfed, shall be dressed to the extent necessary to provide drainage and the specified slopes, and as necessary to remove high points and fill depressions sufficiently to provide reasonably smooth surfaces. Necessary repairs to previously graded areas shall be made with suitable material placed and compacted in accordance with SECTION 02115 paragraph 3.4 or 3.5. Suitable material for repairs may be obtained from the borrow area as specified in SECTION 02225 paragraph 3.2.

3.3 SPECIAL EQUIPMENT

Hydraulic equipment used for the application of slurry of prepared wood cellulose fiber mulch shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with hydraulic spray nozzles that will provide even distribution of the slurry on the various slopes to be mulched. The slurry tank shall have a minimum capacity of 1,000 gallons and shall be mounted on a traveling unit, which may be either self-propelled or drawn by a separate unit, that will place the slurry tank and spray nozzles near the areas to be mulched so as to provide uniform distribution without waste. The Contracting Officer may authorize equipment with a smaller tank capacity provided that the equipment has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat over the surface of the area to be mulched.

3.4 APPLICATION OF FERTILIZER AND/OR LIMESTONE (IF USED)

Fertilizer and limestone (if used) shall be distributed uniformly over the areas to be sprigged or spot sodded at the rate determined as specified in 2.2.2 above and shall be incorporated into the soil by light disking, harrowing, or other acceptable methods immediately following the application.

3.5 SPOT SODDING

If the Contractor elects to spot sod, the areas to be turfed shall be spot sodded with Bermuda grass in any manner selected by the Contractor to meet the coverage requirements set forth in paragraph 3.11.1 below.

3.6 SPRIGGING

If the Contractor elects to sprig, the areas to be turfed shall be sprigged with Bermuda grass in any manner selected by the Contractor to meet the coverage requirements set forth in 3.11.1 below.

3.7 SEEDING

3.7.1 General

Seed sown shall consist of 20 pounds of Switchgrass, 20 pounds of Perennial Rye and 20 pounds of Red Top per acre. A satisfactory method of sowing shall be employed, using approved mechanical power-drawn seeders, mechanical hand-seeders, broadcast-seeders or other approved methods. When conditions are such by reason of drought, high winds, excessive moisture or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternative or corrective measures and procedures have been effected. If inspection either during seeding operations or after there is a show of green indicates that areas have been left unplanted, additional seed shall be sown if so directed.

3.7.2 Broadcast Seeding

Seed shall be broadcast with approved sowing equipment and distributed uniformly over the areas. Seed shall be covered lightly by brush harrow, spike-tooth harrow, chain harrow, cultipacker or other approved device. Seed shall not be broadcast during windy weather.

3.7.3 Damage to Seeding

The Contractor shall be fully responsible for any damage to the seeded areas caused by his operations. Areas that become damaged as a result of poor workmanship or failure to meet the requirements of the specifications may be ordered to be repaired and reseeded to specification requirements, without additional cost to the Government.

3.8 COMPACTING

Immediately after seeding operations have been completed, the surfaces shall be compacted by one pass of a cultipacker, corrugated roller or other approved equipment weighing 100 to 160 pounds per linear foot of roller.

3.9 APPLYING AND ANCHORING MULCH

Mulch shall be spread uniformly in a continuous blanket, using 2 tons per acre of straw mulch or 1,200 pounds per acre of wood cellulose fiber mulch. Straw mulch shall be spread either by hand or by a manure spreader or by a modified grain combine with straw-spreader attachment or by a blower-type mulch spreader. Mulching shall be started at the windward side of relatively flat areas,

or at the upper part of a steep slope, and continued uniformly until the area is covered. The mulch shall not be bunched. Immediately following spreading, straw mulch shall be anchored to the soil by a V-type-wheel land packer, a scalloped-disk or other suitable equipment operated parallel to the embankment centerline. The number of passes needed, not to exceed three, will be determined by the Contracting Officer. Wood cellulose fiber mulch shall be applied with equipment conforming to the requirements of 3.3 above.

3.10 HYDRAULIC SLURRY METHOD

The hydraulic slurry method of fertilizing and mulching, or any combination thereof, may be used by the Contractor, except that in no event shall the mulch be applied prior to fertilizing. Equipment to be used for application of materials by the hydraulic slurry method shall conform to the requirements specified in 3.3 above.

3.11 ESTABLISHMENT

3.11.1 General

Turfing will be considered to be completed when the areas to be turfed show that growth of the specified grass has reached a point of maturity such that it has produced stems or runners which overlap adjacent similar growth over 85 percent of the entire area as determined by random sampling on a square-yard basis with no bare spot exceeding 36 square inches.

3.11.2 Maintenance

The Contractor shall be responsible for the turfed areas while grass is becoming established to the point of acceptance by the Contracting Officer. During establishment and prior to acceptance of the turfed areas, the Contractor shall repair rainwash damage, if any, to the completed embankment at no additional cost to the Government. The turfed areas shall be maintained by mowing for the life of the contract. Turfed areas shall be kept mowed to a height between 4 and 12 inches above the turfed earth surface. Should the Contractor fail to mow the turfed areas to the limits as specified above, the Government will assume the responsibility for the mowing and deduct the cost thereof from any payments due the Contractor.

3.12 INSPECTION AND ACCEPTANCE

3.12.1 General

Acceptance of the turfed areas will be determined by visual inspection. Existence of rainwash damage or dead and dying turf will not be acceptable.

3.12.2 Areas Requiring Returfing

Areas being inspected for completion that do not meet the requirements for completion as specified hereinabove shall be returfed at no additional cost to the Government.

-- End of Section --

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(NOT USED)