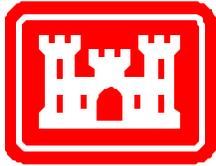


Memphis District

Invitation for Bid No. DACW66-03-B-0014



**US Army Corps
of Engineers®**

Project Title:

**GRAHAM BURKE PUMPING STATION
ELECTRICAL REHAB**

**Location: PHILLIPS COUNTY
MELLWOOD, ARKANSAS**

THIS IS AN UNRESTRICTED SOLICITATION

**Construction Solicitation
and Specifications**

Date: May 2003

TABLE OF CONTENTS

BIDDING REQUIREMENTS, CONTRACT FORMS
AND CONDITIONS OF THE CONTRACT

<u>SECTION NO.</u>	<u>DESCRIPTION</u>
00010	SOLICITATION, OFFER, AND AWARD (SF1442) AND BIDDING SCHEDULE
00100	INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS
00600	REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS
00700	CONTRACT CLAUSES
00800	SPECIAL CONTRACT REQUIREMENTS

TECHNICAL SPECIFICATIONS

<u>SECTION NO.</u>	<u>DESCRIPTION</u>
	DIVISION 01 - GENERAL REQUIREMENTS
01025	MEASUREMENT AND PAYMENT
01330	SUBMITTAL PROCEDURES
01451	CONTRACTOR QUALITY CONTROL
01452	PROJECT SIGN
	DIVISION 02 THRU 14 - NOT USED
	DIVISION 15 - MECHANICAL
15925	ENGINE INSTRUMENT AND CONTROL PANEL
	DIVISION 16 - ELECTRICAL
16264	DIESEL GENERATOR SET
16403	MOTOR CONTROL CENTERS, SWITCHBOARDS, AND PANELBOARDS
16415	ELECTRICAL WORK, INTERIOR

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW66-03-B-0014	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05/22/03	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W38XGR-3113-3516	6. PROJECT NO. DACW66-03-B-0014
-----------------	---	------------------------------------

7. ISSUED BY U S ARMY ENGINEER DISTRICT, MEMPHIS CONTRACTING DIVISION (CEMVM-CT) 167 NORTH MAIN STRET B202 MEMPHIS, TN 38103-1894	CODE W38XGR	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
---	----------------	--

	A. NAME SEE BIDDING SCHEDULE	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
---	---------------------------------	---

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 Graham Burke Pumping Station Electrical Rehab, Phillips County, Arkansas.

Description of Work: The work consists of: removal and proper disposal of two (2) existing diesel generators, one (1) existing station control center, and three (3) existing motor control centers. Work also consists of installation of one (1) new diesel engine generator set, one (1) new station control center, and three (3) new motor control centers which include state of the art PLC type engine controls and monitoring devices.

THIS IS AN UNRESTRICTED PROCUREMENT.

The estimated value of the proposed work is between \$250,000.00 and \$500,000.00.

General Decision No.AR020044 is located behind Section 00010.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>145</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Sec. 00800, Para. 1.1</u> .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 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 06/24/2003 (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

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

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)

AMOUNTS

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

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	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 <small>(4 copies unless otherwise specified)</small>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 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

<input type="checkbox"/> 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.	<input type="checkbox"/> 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

GRAHAM BURKE PUMPING STATION ELECTRICAL REHAB

SECTION 00010

SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	Electrical Demolition	Note 1	LS	<u>XXX.XX</u>	\$ _____
0002	Station Control Center	1	EA	_____	\$ _____
0003	Engine Control Center	3	EA	_____	\$ _____
0004	Diesel Generator Set	1	EA	_____	\$ _____
0005	Mobilization and Demobilization	1	LS	<u>XXX.XX</u>	\$ _____
TOTAL FOR ITEMS 0001 THROUGH 0005					\$ _____

NOTE 1: Bidders shall furnish lump sum estimate for removal of existing equipment which includes two diesel engine generators, one station control center, and three engine control centers. This estimate shall include all plant, material, and labor necessary to remove and properly dispose of equipment from site.

NOTE 2: Bidders shall furnish unit prices for all items listed on the schedule of bid items which require unit prices. These estimates shall include all material and labor. 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 for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

Award will be made as a whole to one bidder.

All quantities are estimated except where unit is given as "LS" or "EA".

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.

NOTE 3: 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@mvm02.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 & CONDITON	LOCATION
			* _____		
			* _____		

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

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		:	Goals for female participation
for each trade		:	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 operators	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

**SECTION 00100
INSTRUCTIONS TO BIDDERS
TABLE OF CONTENTS**

52.0-4019	PREAWARD INFORMATION.....	1
52.0-4047	SITE OF THE WORK.....	1
52.0-4048	QUANTITY ESTIMATES.....	2
52.0-4049	CONDITIONS AFFECTING THE WORK.....	2
52.0-4055	NEGOTIATIONS AFTER SEALED BIDDING.....	2
52.0-4058	PROGRAM DATA.....	3
52.0-4060	REVISION AND AMENDMENT TO SOLICITATION FOR BIDS ...	3
52.0-4080	(FAR 52.236-27) SITE VISIT (CONSTRUCTION) (ALTERNATE I) (FEB 1995).....	3
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99).....	4
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)	5
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989).....	5
52.214-4	FALSE STATEMENTS IN BIDS (APR 1984).....	5
52.214-5	SUBMISSION OF BIDS (MAR 1997).....	6
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984).....	6
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999).....	7
52.214-18	PREPARATION OF BIDS--CONSTRUCTION (APR 1984).....	8
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996).....	8
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991).....	9
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991).....	9
52.214-5000	APPARENT CLERICAL MISTAKES (MAR 1995)—EFARS.....	9
52.216-1	TYPE OF CONTRACT (APR 1984).....	10
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 2002).....	10
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999).....	11
52.233-2	SERVICE OF PROTEST (AUG 1996).....	12
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	12
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999).....	12
252.236-7008	CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991).....	13

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.

52.0-4080 (FAR 52.236-27) SITE VISIT (CONSTRUCTION) (ALTERNATE I) (FEB 1995)

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

(b) Two organized site visits have been scheduled for 03 June and 10 June 2003.

(c) Bidders desiring a site visit shall contact the Area Engineer at least one day prior to the scheduled site visit.

NAME: Donald R. Tutor

Area Engineer

ADDRESS: Wynne Area Office
1932 N. Falls Boulevard
P. O. Box 729
Wynne, Arkansas 72396-0729

TELEPHONE: 901/544-3851 or 870/238-7983

COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.

(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)

52.211-2 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)

52.214-3 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.

(End of provision)

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.

(End of provision)

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.

(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 a firm fixed-price construction contract resulting from this solicitation.

(End of clause)

**52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--
CONSTRUCTION MATERIALS (MAY 2002)**

(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 --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 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 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, 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)

52.232-38 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) 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-Rm. 681
US Army, Engineer District, Memphis
167 North Main Street, B202
Memphis, Tennessee 38103-1894

(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>

(End of provision)

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.

**SECTION 00600
 REPRESENTATIONS & CERTIFICATIONS
 TABLE OF CONTENTS**

52.0-4031 CORPORATE CERTIFICATION 1

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

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
 TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)..... 3

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) 4

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

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC
 2001) 6

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) -
 ALTERNATE I (APR 2002) 7

52.219-2 EQUAL LOW BIDS. (OCT 1995)..... 10

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE
 SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT
 2000) 10

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED
 INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS
 COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)..... 11

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB
 1999) 12

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
 (OCT 2000)..... 12

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE
 GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)..... 13

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY
 SEA (AUG 1992)..... 14

**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 provision

_____ (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 clause)

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)

52.209-5 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 (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238210**.

(2) The small business size standard is **\$12,000,000.00**.

(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 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--

(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).

___ Individual/concern, other than one of the preceding.

(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 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; or

(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
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> 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
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$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)

52.222-22 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.

(End of clause)

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 indebtedness 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 disclose 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)

**SECTION 00700
CONTRACT CLAUSES
TABLE OF CONTENTS**

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

52.203-3 GRATUITIES (APR 1984)2

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)2

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995).....3

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS
FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)5

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997).....5

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (JUN 1997)7

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
(AUG 2000)12

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR
PROPOSED FOR DEBARMENT (JUL 1995).....14

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)14

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)15

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -
MODIFICATIONS - SEALED BIDDING. (OCT 1997).....16

52.214-28 SUBCONTRACTOR COST OR PRICING DATA -
MODIFICATIONS - SEALED BIDDING. (OCT 1997).....18

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)19

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)19

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--
ALTERNATE I (OCT 2001).21

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996).....27

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999) ..27

52.222-3 CONVICT LABOR (AUG 1996).....28

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -
OVERTIME COMPENSATION. (SEP 2000)29

52.222-6 DAVIS-BACON ACT (FEB 1995).....30

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)32

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988).....32

52.222-9 APPRENTICES AND TRAINEES (FEB 1988).....34

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB
1988)36

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)36

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)36

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT
REGULATIONS (FEB 1988).....37

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988).....37

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)37

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)37

52.222-26 EQUAL OPPORTUNITY (APR 2002)38

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR
CONSTRUCTION (FEB 1999).....40

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001).....45

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(JUN 1998).....49

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001).....51

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
SAFETY DATA (JAN 1997)52

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION (APR 1998)53

52.223-6 DRUG-FREE WORKPLACE (MAY 2001).....54

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)56

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY
2002)57

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000). 60

52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS
(FEB 2000).....61

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-
OWNED ECONOMIC ENTERPRISES (JUN 2000)61

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995).....63

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND
COPYRIGHT INFRINGEMENT (AUG 1996)63

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR
1984)64

52.228-1 BID GUARANTEE (SEP 1996)64

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997).....65

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN
1997)65

52.228-11 PLEDGES OF ASSETS (FEB 1992)66

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS.
(OCT 1995).....67

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)67

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL
2000)-71

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)73

52.232-17 INTEREST (JUNE 1996).....74

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)74

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)75

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)83

52.233-1 DISPUTES. (JUL 2002)85

52.233-3 PROTEST AFTER AWARD (AUG. 1996).....87

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)88

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984).....89

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)90

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984).....91

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)91

52.236-8 OTHER CONTRACTS (APR 1984).....91

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984).....92

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984).....92

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)93

52.236-12 CLEANING UP (APR 1984)93

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)94

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)95

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)96

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)97

52.242-13 BANKRUPTCY (JUL 1995).....97

52.242-14 SUSPENSION OF WORK (APR 1984).....98

52.243-4 CHANGES (AUG 1987)98

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)100

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)101

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)104

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996).....105

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996).....107

52.247-34 F.O.B. DESTINATION (NOV 1991)107

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)108

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984).....112

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)112

52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (SEP 1996)116

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984).....120

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)121

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)122

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984).....122

52.253-1 COMPUTER GENERATED FORMS (JAN 1991).....122

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)123

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR
OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999).....123

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV
2001)125

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR
CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR
1998)126

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR.
1996)126

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998).....127

252.223-7001 HAZARD WARNING LABELS (DEC 1991)128

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)129

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER
BEARINGS (AUG 1998)130

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992).....131

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)132

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991).....132

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC
1991)133

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)133

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)134

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002).....134

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY
SEA (MAR 2000)137

**SECTION 00700
CONTRACT CLAUSES**

CLAUSES INCORPORATED BY FULL TEXT

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

(d) 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.

(e) 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.

(f) "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.

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

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that

neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

"Subcontract," as used in this clause, means a contract or contractual action entered into

by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

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

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

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

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

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

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

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

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

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

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

(5) The Contractor agrees to incorporate the substance of this clause, including this

subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

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 date 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.

(End of clause)

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.

(End of clause)

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).

(End of clause)

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)

52.219-8 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, 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, 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, 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 HUBZone small business concerns;

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

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

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

(i) Small business concerns;

- (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

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

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not;
and

(F) If applicable, the reason award was not made to a small business concern.

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

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

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

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

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

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

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

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

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

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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

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

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

52.219-16 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.

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

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

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

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

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

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) 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 paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi)

layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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

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

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

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

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

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

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

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1)

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
- (c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.
- (d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- (e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:
- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The

Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

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

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

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

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

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

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

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

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

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

(v) Posting the policy on bulletin boards accessible to employees at each location where

construction work is performed.

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-35 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 disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

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

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

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

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

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

that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

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

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

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

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the

Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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

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

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

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

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

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

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

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

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

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

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

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

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

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

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

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

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 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 a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or

components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy

American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate

consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description (dollars) \1\	Unit of measure	Quantity	Price

Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
 Include other applicable supporting information.

(End of clause)

52.225-13 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)

52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS (FEB 2000)

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

Sanctioned European Union country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a sanctioned European Union (EU) member state; 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 sanctioned EU member state 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.

Sanctioned European Union member state means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

(b) The Contractor shall not deliver any sanctioned European Union country end products under this contract.

(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 constitutes 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.)

(End of clause)

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

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable

written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

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

(e) 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.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20%) percent of the bid price or \$3,000,000.00, 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.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

(End of clause)

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

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

required in the Schedule or elsewhere in the contract.

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

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

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of

one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.
2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.
3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.
4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.
5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].
6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

[Confirming financial institution]

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

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

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

[Beneficiary Agency]

By: _____

(End of clause)

**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 (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

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

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

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

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

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

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

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

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

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

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to

any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

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

(End of clause)

52.232-17 INTEREST (JUNE 1996)

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

- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (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. (JUL 2002)

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

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

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum

certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

(A) Exceeding \$100,000; or

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

(2) unknown physical conditions at the site, of an unusual nature, which differ materially

from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

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

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

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

(End of clause)

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

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

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully

performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

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

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

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

(1) at or near the work site, and

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

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

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

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

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

(End of clause)

52.236-12 CLEANING UP (APR 1984)

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

the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – 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.

(f) 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.

(2) 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.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

regained.

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

(End of clause)

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

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

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

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

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

duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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

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

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

(End of clause)

52.236-26 *PRECONSTRUCTION CONFERENCE (FEB 1995)*

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

(End of clause)

52.242-13 *BANKRUPTCY (JUL 1995)*

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

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

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

(End of clause)

52.243-4 CHANGES (AUG 1987)

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

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

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

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

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

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

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

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

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

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions.

"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 (Apr 2002) (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.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(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.

(End of clause)

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.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

(End of clause)

52.246-13 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.

(End of clause)

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.

(End of clause)

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

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

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

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

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and

submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

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

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

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

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

- (i) In deliverable end item quantities only; or

- (ii) To the contract type only.

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

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

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

- (3) A separate, detailed cost estimate for

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

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing.

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

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

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

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

"unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-1 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.

(End of clause)

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

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

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

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

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

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

(7) Complete performance of the work not terminated.

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

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

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

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

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

Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

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

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

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

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of

retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-3 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 revert 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.

(End of clause)

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

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

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

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

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

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

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 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>

(End of clause)

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.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

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

(End of clause)

**252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE
(DEC 1991)**

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

**252.203-7001 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)

**252.204-7004 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.

(End of clause)

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)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase

order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(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)

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

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.225-7031 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.

(End of clause)

**252.236-7000 MODIFICATION PROPOSALS - PRICE
BREAKDOWN. (DEC 1991)**

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

**252.236-7008 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.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.- flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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)

GRAHAM BURKE PUMPING STATION ELECTRICAL REHAB

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

<u>Para No.</u>	<u>Paragraph Title</u>
1.1	Commencement, Prosecution, and Completion of Work
1.2	Exclusion Periods in Computing Completion Schedules
1.3	Liquidated Damages-Construction
1.4	Exception to Liquidated Damages (Not Used)
1.5	Contract Drawings and Specifications
1.6	Physical Data
1.7	Rights-of-Way
1.8	Layout of Work (Not Used)
1.9	Quantity Surveys (Not Used)
1.10	Quantity Surveys-Alternate I (Not Used)
1.11	Progress Chart
1.12	Safety-Related Special Requirements
1.13	Basis for Settlement of Proposals
1.14	Certificates of Compliance
1.15	Contractor's Certificate
1.16	Shop Drawings
1.17	As-Built Drawings
1.18	Damage to Work
1.19	Notification of Area Engineer Before Beginning Work
1.20	Equipment Ownership and Operating Expense Schedule
1.21	Retesting of Construction Materials
1.22	Vehicle Weight Limitations
1.23	Obstructions
1.24	National Pollutant Discharge Elimination System (Not Used)
1.25	Performance of Work by the Contractor
1.26	Continuing Contracts
1.27	Acceptance Sections (Not Used)
1.28	Time Extensions for Unusually Severe Weather
1.29	Payment for Mobilization and Demobilization
1.30	Stone Sources (Not Used)
1.31	Field Office Building (Not Used)
1.32	Submittals
1.33	Haul Roads (Not Used)
1.34	Temporary Project Fencing (Not Used)
1.35	Maintenance of Traffic (Not Used)
1.36	Cooperation With Others (Not Used)
1.37	Hours of Work
1.38	Sunday, Holiday and Night Work

<u>Para No.</u>	<u>Paragraph Title</u>
1.39	Security Requirements (Not Used)
1.40	Insurance Requirements for Work on Government Property
1.41	Storage of Equipment and Materials
1.42	Warranty of Construction
1.43	Utility Services
1.44	Commercial Warranty
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 (Not Used)
1.48	Insurance Requirements for Work on or Adjacent to Railroad Property (Not Used)
1.49	Control of Water Levels (Not Used)
1.50	Flood Emergency
1.51	Patents, Proprietary Rights
1.52	Protection of Materials and Work
1.53	Existing Flood Protection (Not Used)
1.54	Final Acceptance (Not Used)
1.55	Obstruction of Navigable Waterways (Not Used)
1.56	Dredge Size (Not Used)
1.57	Signal Lights (Not used)
1.58	Inspection
1.59	Designated Billing Office
1.60	Year 2000 Compliance

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 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, (c) perform work described in this contract only between months July and October, and (d) complete the entire work ready for use not later than 145 calendar days after the date of receipt by the Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2. EXCLUSION PERIODS IN COMPUTING COMPLETION SCHEDULES. No work will be required during the period between 1 NOV and 30 JUN, inclusive. This period has not been considered in computing the time allowed for completion 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 therefore, 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 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 within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of, \$690.00 for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.4. Not Used

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. 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.

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

GRAHAM BURKE PUMPING STATION ELECTRICAL REHAB

INDEX TO DRAWINGS

<u>TITLE</u>	<u>DRAWING NUMBER</u>
Vicinity Map and Index	1
Site Layout	2
New Station Control Center - Panel Schedules	3
New Station Control Center - One-Line Diagram	4
New Engine Control Center (TYPICAL) - Schedule	5
New Engine Control Center (TYPICAL) - One-Line Diagram	6
Operating Floor Plan, As Constructed	7
Existing Station Control Center, As Constructed	8
Existing Station Control Center Diagram, As Constructed	9
Existing Engine Control Centers, As Constructed	10

(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.

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".
(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 State of Arkansas. 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 Not Used

1.9 Not Used

1.10 Not Used

1.11. PROGRESS CHART. The schedule of work will be in accordance with the progress chart. The progress chart required by provisions of paragraph (a) of the CONTRACT CLAUSE entitled "Schedules for Construction Contracts" shall be prepared on ENG Form 2454, copies of which will be furnished to the Contractor by the Government. THREE COPIES OF THE SCHEDULE WILL BE REQUIRED.

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 by the Area Office.

b. Accident Prevention Program. Refer to the CONTRACT CLAUSE entitled, "Accident Prevention (Alternate I)". Within 15 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. 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.

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. The Contractor shall submit to the Contracting Officer for approval 6 copies of all shop drawings as called for under the various headings of these specifications. These drawings shall be complete and detailed. If approved by the Contracting Officer, each copy of the drawings will be identified as having received such approval by being so stamped and dated. The Contractor shall make any correction required by the Contracting Officer. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice as required under the CONTRACT CLAUSE entitled "Changes", will be given to the Contracting Officer. Five sets of all shop drawings will be retained by the Contracting Officer and one set will be returned to the Contractor. The approval of the drawings by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

1.17. AS-BUILT DRAWINGS. The Contractor shall maintain four (4) 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 one for the Government's use. These working as-built drawing 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 30 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 7 days before beginning work, the Contractor shall notify 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. 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, Region 3. 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-lease-back 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 if shown on drawings shall be verified in the field by the Contractor. 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.

1.24 Not Used

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 \$1,000.00 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 therefore.

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 Not Used

1.28. Not Used

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)

1.30 Not Used

1.31 Not Used

1.32. SUBMITTALS. Within 15 calendar days after receipt of notice to proceed, the Contractor shall complete and submit to the Contracting Officer, in duplicate, submittal register ENG Form 4288-R listing all submittals and dates. In addition to those items listed on ENG Form 4288-R, the Contractor shall furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes. In preparing the document, adequate time (minimum of 30 days) will be allowed for review and approval and possible resubmittal. Scheduling shall be coordinated with the approved progress schedule. The Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Two (2) copies of updated or corrected listing shall be submitted to the Contracting Officer at least every 60 days. 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. A copy of ENG Form 4025-R will be furnished the Contractor upon request. A Copy of ENG Form 4025-R is included at the end of SECTION 1330 SUBMITTAL PROCEDURES. (ER 415-1-10, Appendices A and B)

1.33 Not Used

1.34 Not Used

1.35 Not Used

1.36 Not Used

1.37. HOURS OF WORK. Work will be confined to the working hours of 0700 hrs to 1530 hrs, Monday through Friday, except for national holidays. The National holidays are Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and New Years Day. Additional work hours shall be subject to the prior approval of the Contracting Officer.

1.38. SUNDAY, HOLIDAY AND NIGHT WORK. Sunday, holiday and night work will not be permitted unless otherwise authorized by the Contracting Officer.

1.39 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:

<u>Type</u>	<u>Amount</u>
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 and 400 hours of operation of each storm water pump. 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 and 400 hours of operation of each storm water pump.

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.

a. 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.

b. Electricity. All electric current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workman-like manner satisfactory to the Contracting Officer, and shall be removed by the Contractor in like manner at his expense prior to completion of the construction.

1.44. COMMERCIAL WARRANTY. The Contractor agrees that the building and construction materials and building hardware furnished under this contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for such products and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. The warranty will take effect immediately after compliance by the Contractor of these specifications, and acceptance of the completed work by the Government.

1.45. Not Used

1.46 Not Used

1.47 Not Used

1.48 Not Used

1.49. 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 in order to place the pumping plant into operation, 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 to place the pumping plant into operation by the time it is needed, 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.

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 hereunder, 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.

1.52. PROTECTION OF MATERIALS AND WORK. The Contractor shall at all times protect and preserve all materials, supplies, and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the

Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

1.53 Not Used

1.54 Not Used

1.55 Not Used

1.56 Not Used

1.57 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.

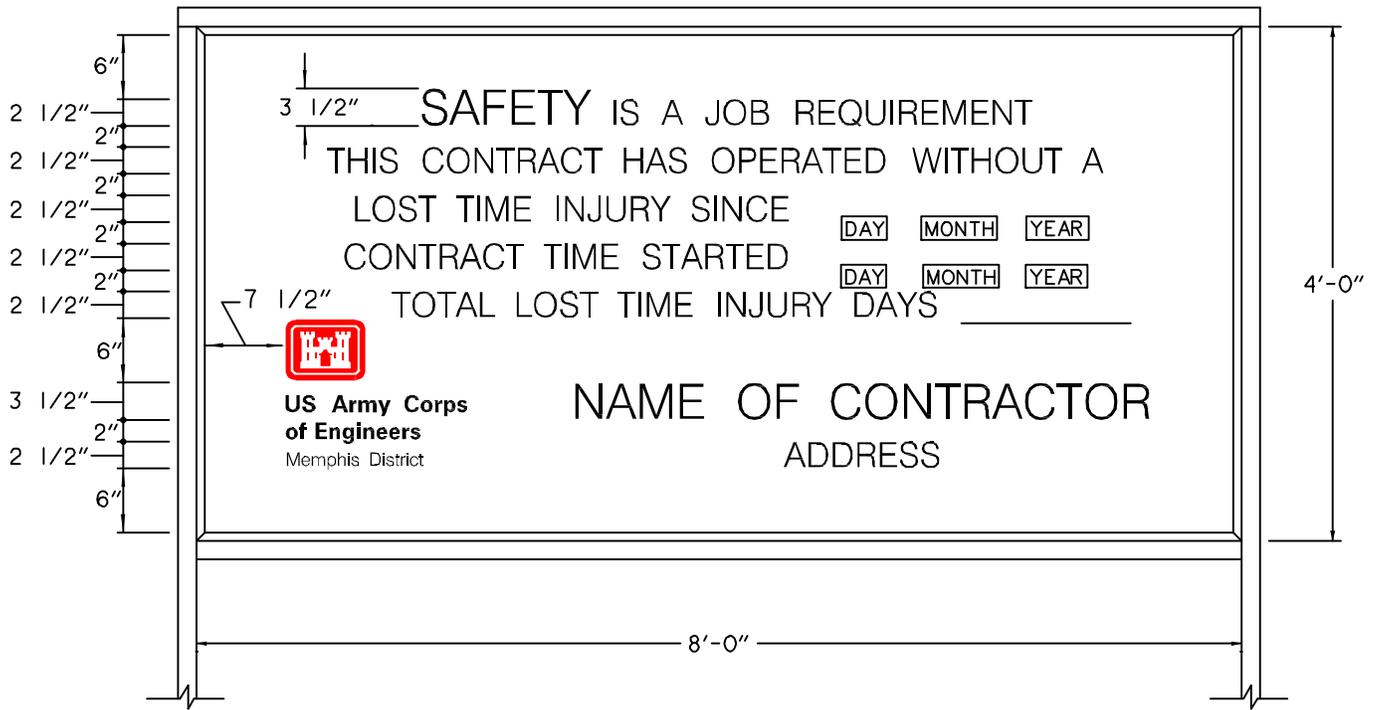
1.59. DESIGNATED BILLING OFFICE. The designated billing office for this contract shall be Wynne Area Office, 1932 N. Falls Boulevard, P.O. Box 729, Wynne, Arkansas 72396-0729.

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

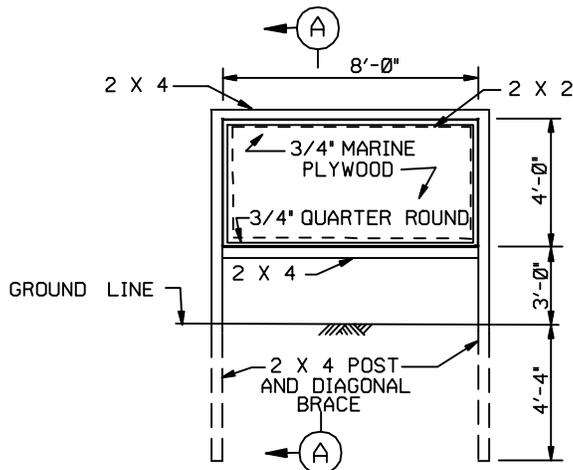
a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

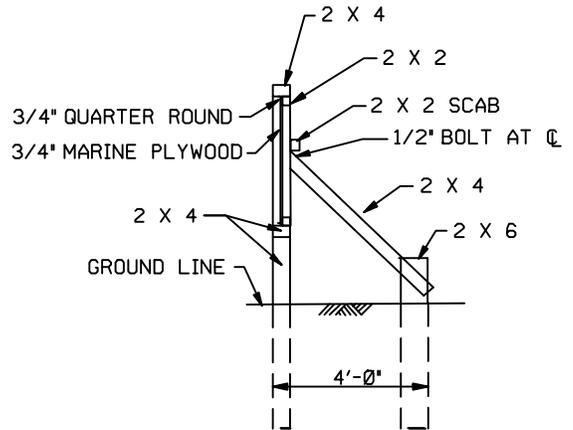
-- End of Section --



ELEVATION



ELEVATION



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

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

<u>SECTION NO.</u>	<u>DESCRIPTION</u>
	DIVISION 01 - GENERAL REQUIREMENTS
01025	MEASUREMENT AND PAYMENT
01330	SUBMITTAL PROCEDURES
01451	CONTRACTOR QUALITY CONTROL
01452	PROJECT SIGN
	DIVISION 02 THRU 14 - NOT USED
	DIVISION 15 - MECHANICAL
15925	ENGINE INSTRUMENT AND CONTROL PANEL
	DIVISION 16 - ELECTRICAL
16264	DIESEL GENERATOR SET
16403	MOTOR CONTROL CENTERS, SWITCHBOARDS, AND PANELBOARDS
16415	ELECTRICAL WORK, INTERIOR

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025

MEASUREMENT AND PAYMENT

TABLE OF CONTENTS

PART 1	GENERAL
1.1	SUBMITTALS (Not Used)
1.2	RELATED REQUIREMENTS
1.2.1	Contract Clauses
1.2.2	Special Clauses (Not Used)
1.3	LUMP SUM PAYMENT ITEMS
1.3.1	General
1.3.2	Lump Sum Items
1.4	UNIT PRICE PAYMENT ITEMS
1.4.1	General
1.4.2	Unit Pay Item
PART 2	PRODUCTS (Not Used)
PART 3	EXECUTION (Not Used)

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUBMITTALS (Not Used)

1.2 RELATED REQUIREMENTS

1.2.1 Contract Clauses

Payments under fixed price construction contracts.

1.2.2 Special Clauses (Not Used)

1.3 LUMP SUM PAYMENT ITEMS

1.3.1 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 Contractor quality control, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.3.2 Lump Sum Items

(1) "Electrical Demolition"

a. Payment for electrical demolition will be made at the contract lump sum price for "Electrical Demolition," which price and payment shall constitute full compensation for furnishing all plant, labor, material and equipment and performing all operations necessary for removing and disposing of all specified existing electrical equipment.

b. Unit of measure: Lump Sum (LS).

(2) "Mobilization and Demobilization"

a. Payment for Mobilization and Demobilization will be made at

contract lump sum price for "Mobilization and Demobilization," which price and payment shall constitute full compensation for furnishing all plant, labor, material and equipment and performing all operations necessary for supplying temporary power to site and any other preparations necessary to begin construction on this project.

b. Unit of measure: Lump Sum (LS).

1.4 UNIT PRICE PAYMENT ITEMS

1.4.1 General

Payment items for the work of this contract on which the contract progress payments will be based are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.4.2 Unit Price Items

(1) "Station Control Center"

a. Payment for station control center will be made at contract price for "Station Control Center," which price and payment shall constitute full compensation for furnishing all plant, labor, material and equipment and performing all operations necessary for installing and testing new station control center.

b. Unit of measure: Each (EA).

(2) "Engine Control Center"

a. Payment for engine control center will be made for each of the "Engine Control Center," which price and payment shall constitute furnishing all plant, labor, material and equipment and performing all operations necessary for installing and testing new engine control centers. The plant, labor, and material required to install the Engine and Instrument and Control Panel, which is a portion of the Engine Control Center, shall be included in this item.

b. Unit of measure: Each (EA).

(3) "Diesel Generator Set"

a. Payment for diesel engine generator will be made at contract price for "Diesel Generator Set," which price and payment shall constitute full compensation for furnishing all plant, labor, material and equipment

and performing all operations necessary for installing and testing new diesel engine generator.

b. Unit of measure: Each (EA).

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

TABLE OF CONTENTS

- 1.1 SUBMITTAL CLASSIFICATION
 - 1.1.1 Government Approved
 - 1.1.2 For Information Only
- 1.2 APPROVED SUBMITTALS
- 1.3 DISAPPROVED SUBMITTALS
- 1.4 WITHHOLDING OF PAYMENT

- 2.1 GENERAL
- 2.2 SUBMITTAL REGISTER
- 2.3 SCHEDULING
- 2.4 TRANSMITTAL FORM
- 2.5 SUBMITTAL PROCEDURE
 - 2.5.1 Procedures
 - 2.5.2 Deviations
- 2.6 CONTROL OF SUBMITTALS
- 2.7 GOVERNMENT APPROVED SUBMITTALS
- 2.8 INFORMATION ONLY SUBMITTALS
- 2.9 STAMPS

SECTION 01330

SUBMITTAL PROCEDURES

1.1 SUBMITTAL CLASSIFICATION

Submittals are identified with submittal description (SD) numbers and are classified as follows:

1.1.1 Government Approved (GA)

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.1.2 For Information Only (FIO)

All submittals not requiring Government approval will be for information only. These items are tagged FIO in the submittal register. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.

Approval will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

After submittals have been approved by the Contracting Officer, no re-submittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal.

If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

2.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Prior to submittal, all items (GA and FIO) shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken.

Proposed deviations from the contract requirements shall be clearly identified.

Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

2.2 SUBMITTAL REGISTER (ENG FORM 4288-R)

At the end of this section is one set of ENG Form 4288-R listing items of equipment and materials for which submittals are required by the specifications; this list may not be all-inclusive and additional submittals may be required.

Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms to the Contracting Officer for approval within 30 calendar days after Notice to Proceed.

2.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently.

The Contractor shall allow 30 calendar days, exclusive of mailing time, and this period shown on the submittal register and NAS schedule for submittals requiring Government review and approval.

No delay damages or time extensions will be allowed for time lost in late submittals or resubmittals.

2.4 TRANSMITTAL FORM (ENG FORM 4025-R)

The sample transmittal form (ENG Form 4025-R) attached to this section shall be used for submitting both Government approved and for information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted.

Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

2.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

2.5.1 Procedures

The Contractor shall be responsible for the scheduling and control of all submittals.

The Contractor is responsible for confirming that the submittal register includes all submittals required by the contract documents.

In addition to those items listed on ENG Form 4288-R, the Contractor will furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes and critical items must be tied to the contractor's approved schedule where applicable.

The Contractor will submit to the Contracting Officer for approval five (5) copies of all FIO level submittals. This number of copies of submittals specified in this portion of the contract shall be as specified in lieu of the number as specified by FAR 52.236-21.

Where ENG Form 4025-R must be submitted prior to approval of the Construction Progress Schedule, the Contractor shall submit an initial annotated ENG Form 4288-R upon which dates for submittal, approval and delivery of procurement items shall be included for the first 60 days of the work.

Upon approval of the Construction Progress Schedule, or no later than 60 days after Notice to Proceed, the Contractor shall submit final annotated copies of ENG Form 4288-R Submittal Register. Dates shall be coordinated with the approved Construction Progress Schedule to logically interface with the sequence of construction.

Furnishing the schedule shall not be interpreted as relieving the Contractor of his obligation to comply with all the specification requirements for the items on the schedule.

Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system.

The Contractor shall furnish a list each 30 days of all submittals on which either Government's or Contractor's action is past due. This monthly list of delayed items shall also be annotated by the Contractor to show what corrective action he is taking with regard to slippages in submittal schedule that are attributable to actions by him, his subcontractors, or suppliers.

The Contractor shall provide updated submittal register data, electronically or on floppy disk, to the contracting Officer, monthly, indicating the current status and codes of all submittals in order to update the master submittal register maintained by the Contracting Officer and to assure that the contractor's schedule is being maintained.

He shall also furnish revised due dates in those cases when the original submittal schedule is no longer realistic.

The Contractor shall certify that each submittal is correct and in strict conformance with the contract drawings and specifications. All submittals not subject to the approval of the Contracting Officer will be submitted for Information purposes only, (FIO).

No Corps of Engineers action will be required for FIO submittals prior to incorporating these items into the work, but the submittal shall be furnished to the Area/Resident Engineer not less than 2 weeks prior to procurement of Contractor certified material, equipment, etc.

These Contractor approved submittals (FIO), will be used to verify that material received and used in the job is the same as that described and approved and will be used as record copies.

All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified by the Contractor and reviewed by the Contracting Officer, shall be stored at the site of the work for job site use until all work has been completed and accepted by the Contracting Officer.

Delegation of this approval authority to Contractor Quality Control does not relieve the Contractor from the obligation to conform to any contract requirement and will not prevent the Contracting Officer from requiring removal and replacement of construction not in contract conformance; nor does it relieve the Contractor from the requirement to furnish "samples" for testing by the Government Laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

Contractor certified drawings will be subject to quality assurance review by the Government at any time during the duration of the contract.

No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans and specifications.

Submittals Requiring Government Approval. Where the review authority is designated to the Government, the Contractor is required to sign the certification on ENG Form 4025-R in the box beside the remarks block in Section I. The Government will code the items in block h and sign the approval action block in Section II as the approving authority.

Operating and Maintenance Instructions. Six (6) complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished. Each set shall be permanently bound and shall have a hard cover.

One (1) complete set shall be furnished at the time test procedures are submitted.

Remaining sets shall be furnished to the Contracting Officer on the date of final/acceptance inspection of the project.

The following identification shall be inscribed on the covers: The words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the facility, name of the Contractor, and contract number. Flysheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include but are not limited to:

- (1) System layout showing piping, valves and controls;
- (2) Approved wiring and control diagrams;
- (3) A control sequence describing startup, operation and shutdown;
- (4) Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide; and
- (5) Manufacturer's bulletins, cuts and descriptive data; parts lists and recommended parts.

2.5.2 Deviations

For submittals, which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025-R shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal.

The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

The Contractor is not authorized to take action on an approved deviation until the deviation is included in a final contract modification.

2.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

2.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated.

Three (3) copies of the GA submittals will be retained by the Contracting Officer and two (2) copies of the submittal will be returned to the Contractor-within the time specified-with action code.

Submittals requiring re-submittal to the Government are due immediately upon receipt by the Contractor to avoid Contractor delay to the project.

2.8 INFORMATION ONLY SUBMITTALS

Three (3) copies of the submittal will be retained by the Contracting Officer and two (2) copies returned to the contractor.

Not all FIO submittals will be reviewed by the Government. This Government review will be a quality assurance review only of a sample of the entire number of submittals. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

FIO submittals noted for re-submittal to the Government for clarification or additional data are due immediately upon receipt by the contractor.

2.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p>CONTRACTOR (Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s)</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

--End of Section--

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
 2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
 3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
 4. Submittals requiring expeditious handling will be submitted on a separate form.
 5. Separate transmittal form will be used for submittals under separate sections of the specifications.
 6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
 7. Form is self-transmittal, letter of transmittal is not required.
 8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
 9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.
- | | | | |
|------|--|-------|---|
| A -- | Approved as submitted. | E -- | Disapproved (See attached). |
| B -- | Approved, except as noted on drawings. | F -- | Receipt acknowledged. |
| C -- | Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- | Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- | Will be returned by separate correspondence. | G -- | Other (Specify) |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01451

CONTRACTOR QUALITY CONTROL

TABLE OF CONTENTS

PART 1	GENERAL
1.1	REFERENCES
1.2	PAYMENT
PART 2	PRODUCTS (Not Used)
PART 3	EXECUTION
3.1	GENERAL
3.2	QUALITY CONTROL PLAN
3.2.1	General
3.2.2	Content of the CQC Plan
3.2.3	Acceptance of Plan
3.2.4	Notification of Changes
3.3	COORDINATION MEETING
3.4	QUALITY CONTROL ORGANIZATION
3.4.1	CQC System Manager
3.4.2	CQC Staff
3.4.3	Additional Requirement
3.5	SUBMITTALS
3.6	CONTROL
3.6.1	Preparatory Phase
3.6.2	Initial Phase
3.6.3	Follow-up Phase
3.6.4	Additional Preparatory and Initial Phases
3.7	TESTS
3.7.1	Testing Procedure
3.7.2	Testing Laboratories (Not Used)
3.7.3	On-Site Laboratory
3.7.4	Furnishing or Transportation of Samples for Testing
3.8	COMPLETION INSPECTION
3.9	DOCUMENTATION
3.10	NOTIFICATION OF NONCOMPLIANCE

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 15

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 Not Used

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

DACW66-03-B-0014

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 1 - GENERAL REQUIREMENTS

SECTION 01452

PROJECT SIGN

TABLE OF CONTENTS

PART 1 GENERAL

1.1 SCOPE

1.2 PROJECT SIGN

1.3 PAYMENT

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

SECTION 01452

PROJECT SIGN

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing, erecting, maintaining, and removing the project sign.

1.2 PROJECT SIGN

The Contractor shall furnish, erect, and maintain one double-faced project sign at a designated location, specified by the Contracting Officer.

The sign shall be constructed of 3/4-inch marine-grade plywood or 22 gage metal, mounted on a substantial framework of two-inch material. Size, lettering, color and paint shall conform to the details shown on the drawing "Temporary Project Sign" included at the end of this section. Upon request, the Government will furnish without cost to the Contractor two decals 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 sign shall be removed upon completion of all construction work under the contract, and the sign will become the property of the Contractor.

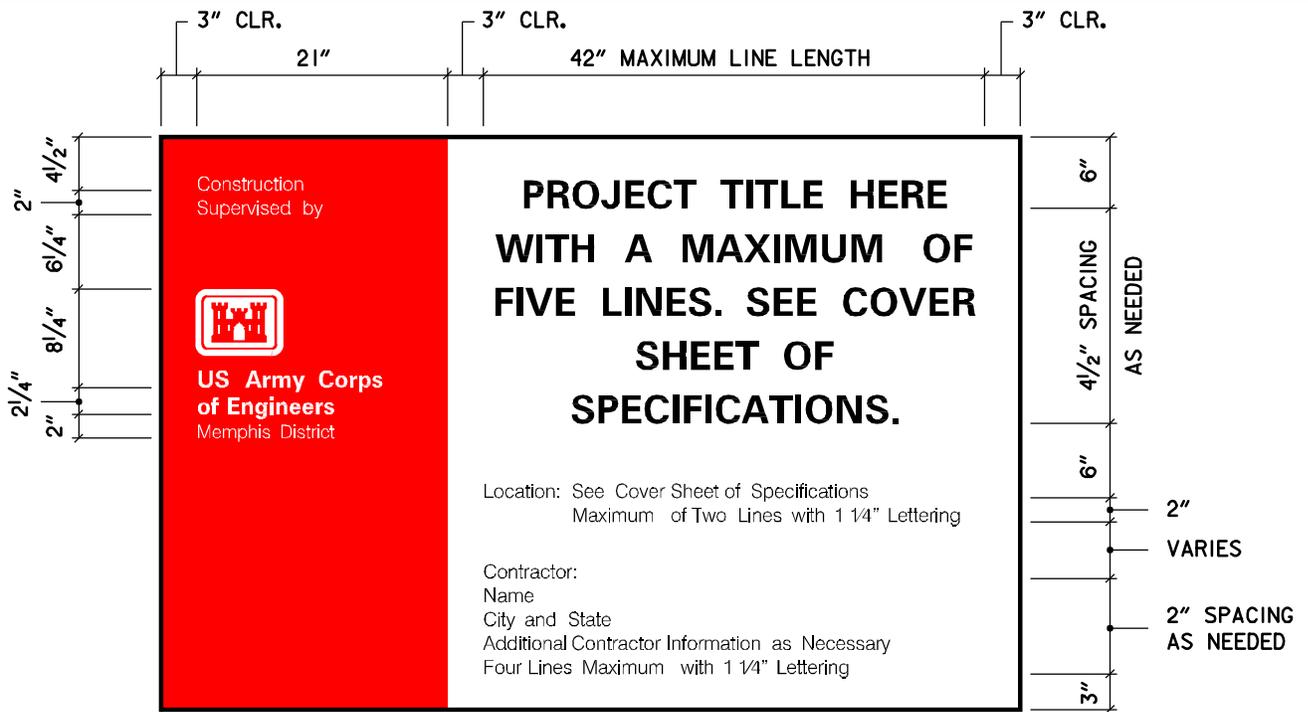
1.3 PAYMENT

No separate payment will be made for erecting, maintaining or removing the project sign. All costs, in connection therewith, shall be considered an incidental obligation of the Contractor.

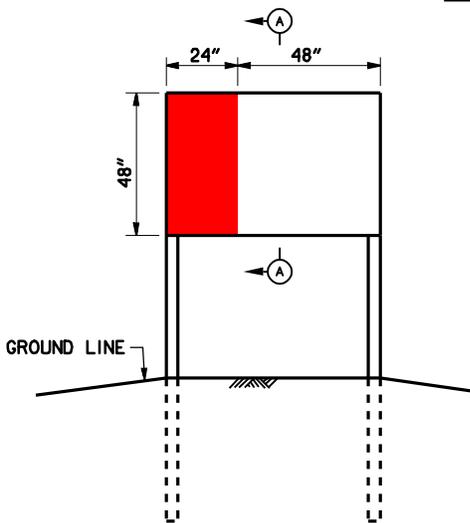
PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

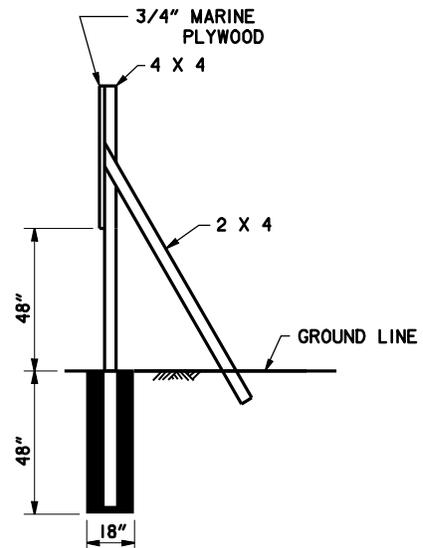
--End of Section--



ELEVATION



ELEVATION



SECTION A-A

SPECIFICATIONS

1. SIGN PANEL SHALL BE 4' x 6' x 3/4" MARINE PLYWOOD OR 22 GAGE SHEET METAL.
2. POSTS AND BRACING SHALL BE TREATED, NO.1 GRADE YELLOW PINE.
3. ALL EXPOSED SURFACES SHALL BE GIVEN ONE COAT OF LINSEED OIL AND WIPED PRIOR TO PRIMING.
4. ALL EXPOSED SURFACES SHALL BE GIVEN ONE COAT OF WHITE AS PRIMER. SECOND COAT SHALL BE COMMUNICATIONS RED ON LEFT AND WHITE ELSEWHERE.
5. THE LEFT SECTION SHALL BE RED WITH WHITE LEGEND. THE RIGHT SECTION SHALL BE WHITE WITH BLACK LEGEND.
6. PAINT SHALL BE BENJAMIN MOORE NO. 120-60 POLY-SILICONE ENAMEL OR APPROVED
7. ALL LETTERING SHALL BE 1/4" EXCEPT FOR THE WORDS "US Army Corps of Engineers" AND THE PROJECT TITLE. THE WORDS "US Army Corps of Engineers" SHALL BE 1/2" TALL. THE PROJECT TITLE LETTERING SHALL BE A MINIMUM OF 1/2" TALL AND A MAXIMUM OF 3/2" TALL. THE LETTERING SIZE SHALL BE CHOSEN SUCH THAT LARGEST POSSIBLE LETTERS ARE USED WITHOUT EXCEEDING A MAXIMUM LINE LENGTH OF 42". THE NUMBER OF LINES IN THE PROJECT TITLE SHALL MATCH THAT SHOWN ON THE COVER SHEET OF THE SPECIFICATIONS.

SCALE: NONE

JUNE 1998

U.S. ARMY ENGINEER DISTRICT, MEMPHIS
CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

**TEMPORARY
PROJECT SIGN**

DIVISION 02 – SITE WORK

THRU

DIVISION 14 – CONVEYING SYSTEMS

(NOT USED)

Divisions Not Used

DIVISION 15 - MECHANICAL

SECTION 15925

ENGINE INSTRUMENT AND CONTROL PANEL

TABLE OF CONTENTS

PART 1 GENERAL

- 1.1 SCOPE
- 1.2 REFERENCES
- 1.3 SUBMITTALS
- 1.4 OPERATING ENVIRONMENT
- 1.5 QUALITY ASSURANCE
 - 1.5.1 Standard Products
 - 1.5.1.1 Input Devices
 - 1.5.1.2 Output Devices
 - 1.5.1.3 Surge and Transient Protection
 - 1.5.2 Nameplates and Tags
 - 1.5.3 Verification of Dimensions
 - 1.5.4 Drawings
 - 1.5.4.1 List of Drawings
 - 1.5.4.2 List of Symbols and Abbreviations Used on Drawings
 - 1.5.4.3 Equipment Components List
 - 1.5.4.4 AC Power Table
 - 1.5.5 Contractors Qualifications
 - 1.5.6 Training Course Documentation
 - 1.5.7 Service Organizations
 - 1.5.8 Contractor Certification
 - 1.5.9 Engine Instrument and Control Panel Operators Manual

PART 2 PRODUCTS

- 2.1 ENGINE INSTRUMENT AND CONTROL PANEL
 - 2.1.1 Auto Mode
 - 2.1.2 Manual Mode
 - 2.1.3 Emergency Manual Mode
- 2.2 FUEL AIR RATIO CONTROL
- 2.3 AIR START SYSTEM
- 2.4 CONTROL DEVICES
 - 2.4.1 Program Logic Control
- 2.5 SENSORS AND INPUT HARDWARE
 - 2.5.1 Field Installed Temperature Sensors
 - 2.5.1.1 Resistance Temperature Detector
 - 2.5.1.2 Thermocouples
 - 2.5.2 Transmitters
 - 2.5.3 Pressure Transmitters
 - 2.5.4 Pressure Transducers
 - 2.5.4.1 Current to Pressure Transducer
 - 2.5.4.2 Pressure to Current Transducer
 - 2.5.5 Speed Sensing

- 2.6 MISCELLANEOUS DEVICES AND HARDWARE
 - 2.6.1 Output Signal Conversion
 - 2.6.1.1 Electronic to Pneumatic Transducer
 - 2.6.1.2 Pneumatic to electronic Pressure Transducer
 - 2.6.2 Output Switches
 - 2.6.2.1 AC Relays
 - 2.6.2.2 DC Relays
 - 2.6.3 Enclosure
 - 2.6.4 Terminal Blocks
 - 2.6.5 Grounding Blocks
 - 2.6.6 Surge Suppression
 - 2.6.7 Selector Switches and Push Buttons
 - 2.6.8 Pilot Lights
 - 2.6.9 Analog
 - 2.6.10 Electronic Instruments
 - 2.6.11 Mechanical Sensing Devices
 - 2.6.12 Pressure Regulator and Connecting Tubing
- 2.7 ELECTRICAL POWER AND DISTRIBUTION
 - 2.7.1 UPS System
 - 2.7.2 Transformers
 - 2.7.3 Surge Protection
 - 2.7.4 Wiring
 - 2.7.4.1 AC Control Wiring
 - 2.7.4.2 Analog Signal Wiring
- 2.8 PYROMETER
- 2.9 FAULT MONITOR SYSTEM

PART 3 EXECUTION

- 3.1 INSTALLATION
 - 3.1.1 Wiring Criteria
 - 3.1.2 Temperature Sensors
 - 3.1.2.1 Immersion Temperature Sensors
 - 3.1.3 Pressure Sensors
 - 3.1.4 Pneumatic Tubing
 - 3.1.5 Engine Instrument and Control Panel Drawing
- 3.2 FIELD QUALITY CONTROL
 - 3.2.1 General
 - 3.2.2 Test Reporting for Field Testing and Performance Verification Test
 - 3.2.3 Contractor's Field Tests
 - 3.2.3.1 System Inspection
 - 3.2.3.2 Calibration Accuracy and Operation Of Input Tests
 - 3.2.3.3 Digital Instrument Startup and Memory Test
 - 3.2.3.4 Surge Protection Test
- 3.3 TRAINING

SECTION 15925

ENGINE INSTRUMENT AND CONTROL PANEL

PART 1 GENERAL

1.1 SCOPE

The Engine Instrument and Control Panels form part of the Engine Control Centers. The work covered by this section consists of furnishing all plant, labor and material to install three Engine Instrument and Control Panels, with instruments, sensors, transmitters, wiring, plumbing, Program Logic Controller (PLC), and all accessories necessary to provide needed input and output to monitor and control three existing Fairbanks, Morse & Co. 10 Cylinder Model 38D8-1/8 series opposed piston Diesel Engines. The Engines and controls are located inside the station. All equipment provided shall be standard products of a manufacturer regularly engaged in the manufacturing of such products, which are of a similar material, design and workmanship. Removal of old Engine Instrument and Control Panels will be the responsibility of the Contractor which includes all existing sensors, wiring and plumbing. The Engine Instrument and Control System will be designed to perform the intended function for a minimum of 1 hour without utility power by use of a 120-VAC input/ 24-VDC output uninterrupted power supply (UPS).

1.2 REFERENCES

The publications listed below form apart of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C39.1 (1981; R 1992) Requirements for Electrical Analog Indicating Instruments

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA 12 (1993) Industrial Control and Systems, Enclosures

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2002; Errata) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 506 (1994; R 1994, Bul. 1994, 1995, and 1996) Specialty Transformers

1.3 SUBMITTALS

Submit manufacturer's specification sheets for each type of equipment to show compliance with the project specification. Highlight each compliance item and reference each item to the relevant specification paragraph number. Submit sufficient manufacturer's information to allow verification of compliance by the reviewing authority. GA means Government Approval and FIO means For Information Only. Equipment and instruments specification compliance data submitted includes, but is not limited to, the following:

SD-01 Preconstruction Submittals

List of Drawing FIO

List of Symbols and Abbreviations Used on Drawings FIO

Equipment Components List FIO

AC Power Table GA

SD-02 Shop Drawings

Control system schematic GA

Component wiring diagrams GA

SD-03 Product Data

Input devices GA

Output devices GA

Surge and Transient protection GA

Pneumatic tubing GA

SD-06 Test Reports

Field tests FIO

Performance verification tests FIO

SD-07 Certificates

Contractor's Qualifications GA

Training FIO

SD-10 Operation and Maintenance Data

Engine Instrument and Control Panel Operators Manual GA

SD-11 Closeout Submittals

Posted operating instructions	GA
Training course documentation	FIO
Service organizations	FIO
Contractor certification	FIO

1.4 OPERATING ENVIRONMENT

Protect components from humidity and temperature variations, dust, and other contaminants, within limits published by the manufacturer. Plant temperature range is 32 deg F to 100 deg F.

1.5 QUALITY ASSURANCE

1.5.1 Standard Products

- a. Material and equipment shall be standard products of manufacturer regularly engaged in the manufacturing of such product, using similar materials, design and workmanship. The standard products shall have been in commercial or industrial use for 2 years prior to bid opening. The 2- year use shall include applications of similarly sized equipment and materials used under similar circumstances and sold on the commercial market through advertisements, manufacturer's catalogs, or brochures.
- b. Products are supported by local service organization.

1.5.1.1 Input Devices

- a. Transmitters
- b. Temperature sensors
- c. Pressure sensors

1.5.1.2 Output Devices

- a. Valves
- b. Actuators
- c. Control relays
- d. Solenoid air valves

1.5.1.3 Surge and Transient Protection

- a. Power line
- b. Communications lines

1.5.2 Nameplates and Tags

- a. Nameplates and tags bearing device unique identifiers shall be engraved or stamped. Permanently attach nameplates to Engine Instrument and Control Panel doors and back plates.
- b. For each field mounted piece of equipment attach a plastic or metal tag with equipment name and point identifier.

1.5.3 Verification of Dimensions

The Contractor shall verify all dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing work.

1.5.4 Drawings

Because of the scale of the drawings, it is not possible to indicate all offsets, fittings, and accessories that may be required. The Contractor shall carefully investigate the mechanical, electrical, and finish conditions that could affect the work, and shall furnish all work necessary to meet such conditions. 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.

1.5.4.1 List of Drawing

Provide a list of drawings.

1.5.4.2 List of Symbols and Abbreviations Used on Drawing

Provide an index of symbols and abbreviations used on the drawings

1.5.4.3 Equipment Components List

Submit a listing of instruments and connected devices shown on Engine Instrument and Control Panel Schematic. List the following:

- a. Manufacturer of instrument
- b. Instrument's name
- c. Equipment part numbers
- d. For actuators:
 - (1) Motive force (such as pneumatic, or electric)
 - (2) Normal position
 - (3) Nominal operating range (such as 3 to 7 psi, 4 to 8 mA)

1.5.4.4 AC Power Table

Submit a table listing each instrument and the circuit breaker number, panel box number, and physical location of each controller's source of AC power.

1.5.5 Contractors Qualifications

- a. The Contractor or subcontractor performing the work shall have completed at least three Engine Instrument and Control Panels installations of a similar design and have successfully operated a similar sequence of operation for at least three years.

1.5.6 Training Course Documentation

Training course documentation including a manual for each trainee plus two additional copies. Documentation shall include an agenda, defined objectives for each lesson and detailed description of the subject matter of each lesson.

1.5.7 Service Organizations

Qualified service organizations list including names and telephones numbers of organizations qualified to service the Engine Instrument and Control panel.

1.5.8 Contractor Certification

Provide certification that installation of the Engine Instrument and Control Panel is complete and meets the technical requirements of this section.

1.5.9 Instrument and Control Panel Operators Manual.

Provide two copies of the instrument panel board operators manual. Provide it in 3 ring binder. Use tabs to divide each section.

PART 2 PRODUCTS

2.1 ENGINE INSTRUMENT AND CONTROL PANEL (EICP)

The EICP is intended to serve as a centralized station for all vital engine, gear reduction and pump instrumentation, alarm, and controls. The EICP shall be mounted remote from engine beside the motor control center (MCC) on its own base, or it shall be mounted in a separate vertical section that is part of the engine control center. Instruments shall be calibrated using recognized industry calibration standards. Each instrument and device on the panel shall be provided with a plate which clearly identifies the device and its functions as indicated. All instruments and devices shall be vibration resistant. A (PLC) will be used to receive inputs and provide outputs and to perform all necessary logic. The Control Panel will provide three modes of operation as described below:

2.1.1.1 Auto Mode

Operator will initiate a start sequence and the control system will automatically perform all pre-start functions and start the Engine/Gear/Pump unit. The PLC will provide all alarm and fuel/air control functions during the start sequence and during unit operation.

- a. The start sequence program for the engine/reduction gear unit shall be coordinated with the engine manufacturer (Fairbanks-Morse Inc.); however the start sequence will, in general, be as follows:

#	ACTION	OPERATION
1.	Operator Touches Pre-Start	PLC energizes Raw Water Pump (RWP), Vacuum pump (VP) and Vacuum Prime Valve (VPV).
2.	Vacuum Reaches 12" H2O	PLC energizes Farval Grease (FG), Transmission Oil Pump (TOP), Engine Prelube Pump (EPLP).
3.	Vacuum Reaches 16" H2O	PLC de-energizes the VP and VPV. PLC must maintain vacuum for set time interval.
4.	Engine prelube complete	Engine Ready to Start (ERTS) De-energize EPLP, Governor Shutdown circuit (GSD), and Engine Shutdown Solenoid (SDS) valve. Energize ERTS timer. The display will show the count down of this timer.
5.	Engine ready to start (ERTS)	Engine remains ready to start and PLC holds vacuum.
6.	Operator touches Start Button	Operator touches start button. If the ERT timer within set time Interval and all permissives are Satisfied the start system will engage.
7.	Engine Starts and ramps to Idle speed	At 575- Rpm the Low Speed Lube Oil Pressure Shutdown (LSOPS) and Low Speed Coolant Pressure Shutdown (LSCPS) is activated. If the Oil Pressure or Coolant pressure is < 9 PSI the PLC will shut down engine and display condition. This can also be done for transmission.
8.	Engine Ramps to Rated Speed	If the LO temp. is > 120 deg the PLC will allow operator to increase Speed. If LO temp < 120 deg.unit will idle until Temp is met.
9.	Engine is at rated Speed	PLC will monitor High Jacket Water Temp (HJWT), High Lube Oil Temp (HLOT), High Transmission Oil Temp. (HTOT), Low Fuel Oil Pressure (LFOP) if any of these readings are out of set limit Alarm will sound. If HJWT, Low Lube Oil Pressure (LLOP), or Low Trans Oil Pressure

(LTOP) exceeds its setting PLC will activate Alarm/Shutdown Engine. Engine will ramp down to idle speed Idle for 5 min then shutdown.

10. Normal Stop Initiated

2.1.2 Manual Mode

This mode will combine some aspects of the emergency manual mode with the auto mode. It is intended to provide the operators a way to start and control the engine that is very similar to current procedure. The operator will start the unit manually; however the PLC will provide protection and monitoring of fuel/air control functions the same as in Auto Mode.

2.1.3 Emergency Manual Mode

The intended purpose of this mode is to provide a means to operate the pump in the event of total failure of the PLC. The operator can manually start the unit utilizing control switches and push buttons at the EICP/MCC. Basic mechanical alarm and shutdown protection will be provided along with separate exhaust temperature pyrometer at the EICP. System pressure and temperature readings will be provided by field mounted mechanical gauges. Alarms/shutdowns shall be displayed as indicator lights on the front of the panel.

The Instrument and Control Panel shall have, as a minimum, the following outputs and controls:

<u>READING OR FUNCTION</u>	<u>RANGE</u>
a. Raw Water Pressure	(0 - 60 PSI)
b. Raw Water In Temp.	(40 - 150 Deg F)
c. Raw Water Out Temp.	(40 - 150 Deg F)
d. Lube Oil Pressure	(0 - 100 PSI)
e. Lube Oil In Temp	(60 - 220 Deg F)
f. Lube Oil Out Temp.	(60 - 220 Deg F)
g. Starting Air Pressure	(0 - 300 PSI)
h. Jacket Water In Temp.	(30 - 240 Deg F)
i. Jacket Water Out Temp.	(30 - 240 Deg F)
j. Fuel Oil Pressure	(0 - 60 PSI)
k. Transmission Lube Oil Pressure	(0 - 60 PSI)
l. Transmission Lube Oil Temp.	(60 - 220 Deg F)
m. Vacuum Gauge	(-30 In Hg -15 PSI)
n. Alarm System	
o. Hour Meter	(Hrs.)
p. Tachometer	(0 - 1000 RPM)
q. Low Lube Oil Pressure Indicator Light	
r. Low Transmission Indicator Light	
s. Low Fuel Pressure Indicator Light	
t. Governor (Raise/Lower) 2 Position switch	
u. Engine Monitor Power Switch (On/Off) 2 Position Switch	
v. High Lube Oil Temp Indicator Light	
w. High Transmission Oil Temp. Indicator Light	
x. High Jacket Water Temp. Indicator Light	
y. Lights Off/On Switch (2 Position Switch)	
z. Pyrometer (Temp of 10 Cylinders)	
aa. Fault Monitor System	

2.2 FUEL AIR RATIO CONTROL

The PLC will control the fuel/air ratio to maintain adequate heat in the exhaust system in order to minimize exhaust stream oil carry-over. Each engine's existing idle air bypass valve (IABV) will be used for this function; Contractor shall supply, install and coordinate all auxiliary devices necessary to allow the PLC to control the IABV.

2.3 AIR START SYSTEM

The air start system will be modified to provide a means in which the PLC can automatically start the engine. The existing gate valve will be removed and replaced by an actuator operated ball valve. A manual over-ride function shall be included. Required adjustments to the existing "Quadrant" style start valve will have to be made in order for the new system to function. No separate payment will be made to the Contractor for this adjustment.

2.4 CONTROL DEVICES

2.4.1 Program Logic Control (PLC)

PLC shall be Allen Bradley SLC-5/04 or approved equal with EEPROM Memory module included. Input and Output Modules as Required. Instrumentation display shall be provided by use of an Allen Bradley Panel View-1400 or equal with function buttons. Referred to as operator interface (O/I).

2.5 SENSORS AND INPUT HARDWARE

2.5.1 Field Installed Temperature Sensors

Temperature detection shall be by field mounted devices which will provide electrical input to the EICP module as required.

2.5.1.1 Resistance Temperature Detector(RTD)

RTD's will be used to detect air and fluid temperature.
Required RTD'S:

- a. Raw Water In Temp. (RWIT) (40 - 150 Deg F)
- b. Raw Water Out Temp.(RWOT) (40 - 150 Deg F)
- c. Lube Oil In Temp. (LOIT) (60 - 220 Deg F)
- d. Lube Oil Out Temp. (LOOT) (60 - 220 Deg F)
- e. Jacket Water In Temp. (JWIT) (30 - 240 Deg F)
- f. Jacket Water Out Temp. (JWOT) (30 - 240 Deg F)
- g. Transmission Lube Oil Temp. (TLOT)(60 - 220 Deg F)

2.5.1.2 Thermocouples

J type thermocouples shall be used to detect exhaust temperature of each engine cylinder. These thermocouples shall be dual element.

2.5.2 Transmitters

Transmitters shall have 4 to 20 mA output linearly scaled to the temperature and pressure range sensed. Transmitter shall be matched to the sensor, factory calibrated, and sealed. Total error shall not exceed 0.1 percent at any point across the measured span. Supply voltage shall be 24 volts AC or DC. Transmitters shall have non-interactive offset and span adjustments. For temperature sensing, transmitter stability shall not exceed 0.05 degrees C a year.

2.5.3 Pressure Transmitters

Provide integral pressure transducer and transmitter. Output of pressure instrument shall be a 4 to 20 mA signal proportional to the pressure span. Accuracy shall be 1.0 percent. Linearity shall be 0.1 percent.

2.5.4 Pressure Transducers

2.5.4.1 Current to Pressure Transducer(I/P)

Shall Be FAIRCHILD INDUSTRIAL PRODUCTS or equal for the pressure ranges required. Outputs to be 4-20 mA. All transducers shall be factory calibrated with certification.

Required I/P transducers include:

- a. Blower By-Pass Control, (0 to 60 PSI)

2.5.4.2 Pressure to Current Transducers (P/I)

Shall be KOBOLD KPK or equal for the pressure ranges required. Electrical connector is MINIHIRSCHMANN or equal with 1/4" inch NPT male threaded connection. Outputs to be 4-20 mA. Transducers referenced SAP, ELOP, EJWP, TLOP, RWP, FOP, ARP and PV/P will be engine or system mounted. Transducer referenced cap will be mounted in the EICP.

Required (P/I) Transducers Include:

- a. Starting Air Pressure (SAP) (0 to 300 PSI)
- b. Engine Lube Oil Pressure (ELOP) (0 to 100 PSI)
- c. Engine Jacket Water Pressure (EJWP) (0 to 100 PSI)
- d. Transmission Lube Oil Pressure (TLOP)(0 to 60 PSI)
- e. Raw Water Pressure (RWP) (0 to 60 PSI)
- f. Fuel Oil Pressure (FOP) (0 to 60 PSI)
- g. Air receiver Pressure (ARP) (0 to 30 PSI)
- h. Pump Vacuum/Pressure (PV/P) (-30 In Hg to 15 PSI)

2.5.5 Speed Sensing

Speed sensing will be provided by ACROMAG INTELLIPACK Transmitter/Alarm or equal.

2.6 MISCELLANEOUS DEVICES AND HARDWARE

2.6.1 Output Signal Conversion

2.6.1.1 Electronic to Pneumatic Transducer

Electronic to pneumatic transducer shall convert 4 to 20 mA VDC digital controller output signal to a proportional 0 to 150 psi pressure signal (operator scaleable). Accuracy shall be 1.0 percent or better. Linearity shall be 0.1 percent. Transducer shall have feedback circuit that converts pneumatic signal to a proportional 4 to 20 mA signal.

2.6.1.2 Pneumatic to Electronic Pressure Transducer

Pneumatic to electronic transducer shall convert the required pressure signal range to a proportional 4 to 20 mA (operator scaleable). Supply voltage shall be 24 VDC. Accuracy shall be 1.0 percent or better. Linearity shall be 0.1 percent.

2.6.2 Output Switches

2.6.2.1 AC Relays

Shall be double pole, single throw (DPST), UL listed, with contacts rated to the application, indicator light, and dust proof enclosure. Light indicator is lit when coil is energized and is off when coil is not energized. Relays shall be socket type, plug into a fixed base, and replaceable without need of tools or removing wiring. Encapsulated type relays are permissible for terminal control applications.

2.6.2.2 DC Relays

DC Relays for Engine Run Relay(ERR) shall be industrial type, Allen Bradley catalog No. 700-CF220ZJ or equal, 24 VDC coil with 2 NO and 2 NC contacts. Relay shall be supplied with adder deck Catalog No. 100-FA11 or equal with 1 NO and 1 NC contact. DC Relays for Emergency Stop Relay (ESR1) shall be industrial type, Allen Bradley or equal. Relay shall be supplied with adder deck with 4 NO contacts. DC Relays for general use shall be Potter & Brumfield KUP-14D35 24, 3PDT, 24VDC, with Indicator lamp, or equal.

2.6.3 Enclosure

The enclosure shall be NEMA 12. Wiring and tubing shall be arranged for bottom entry of customer's interface connection cables. The enclosure shall have a hinged gasketed door with key-locking handle. The enclosure shall be constructed of 12 gauge sheet steel. Exterior and interior surfaces shall be free of burrs, blemishes and surface irregularities. All interior and exterior surfaces shall be cleaned to bare metal and prime coated to prevent formation of rust under the paint film. Surface preparation/prime coat by panel manufacturer such as HOFFMAN ENGINEERING CO, or equivalent, shall be considered acceptable. All exterior surfaces shall be finish painted ASA61 Gray. Interior surfaces shall be finish painted white enamel. 1 Pint of

touch-up paint, from the same lot used in painting the enclosure, shall be provided for final on site touch-up.

2.6.4 Terminal Blocks.

Terminal blocks shall be Allen Bradley or equal.

2.6.5 Grounding Blocks.

Grounding blocks shall be used for those shield connections shown wired to ground. Din rail on which the terminal blocks are mounted shall be grounded at both ends. Grounding terminal blocks shall be Allen Bradley or equal.

2.6.6 Surge Suppression

Surge suppression shall be provided for all 24VDC and 120 VAC loads.

2.6.7 Selector Switches And Push Buttons

Selector switches and push buttons shall be Allen Bradley or equal plastic operator.

2.6.8 Pilot Lights

Pilot lights shall be Allen Bradley or equal plastic operator with optically enhanced lens. Lamps shall be LED type.

2.6.9 Analog

Analog electrical indicating instruments shall be in accordance with ANSI C39.1 with semi flush mounting. Panel-mounted instruments shall be the manufacturer's Standard have 100-deg scales with an accuracy of not less than 2 percent. The Instrument's operating temperature range shall be -4 to +150 deg F.

2.6.10 Electronic Instruments

Electronic indicating instruments shall be 100 percent solid state, state-of-the-art, microprocessor controlled to provide all specified functions. Control, logic, and function devices shall be compatible as a system, sealed, dust and water tight, and shall utilize modular components with metal housing and digital instrumentation. An interface module shall be provided to decode serial link data from the electronic panel and translate alarm, fault, and status conditions to a set of relay contacts. Instrument accuracy shall be not less than 2 percent for unit mounted devices, and 1 percent for control room, panel mounted devices, throughout a temperature range of -4 to 150 deg F. Data display shall utilize LED or back-lit LCD. Additionally, the display shall provide indication of cycle programming and diagnostic codes for troubleshooting.

2.6.11 Mechanical Sensing Devices

New mechanical sensing devices shall be provided for Emergency Manual Mode Alarm/Shutdown Functions as required. These devices shall be

field mounted and provide one each normally open (NO) and normally closed (NC) contact.

2.6.12 Pressure Regulator And Connecting Tubing

Connecting tubing to be suitable for pressure of 150 PSI air.
Filter/Regulator - 0-125psi, Set point-90psi.
Safety relief valve, set point- 110 psi.

2.7 ELECTRICAL POWER AND DISTRIBUTION

For panel power provide a dedicated 120 VAC 60 Hz source, three wire (black, white and green). Run green wire to panel ground; conduit grounds are not sufficient.

2.7.1 Uninterrupted Power Supply (UPS) System

The UPS will include sufficient battery capacity and continuous charging system in order to provide adequate power to the control system for a 1 hour period in which there is no input utility power.

2.7.2 Transformers

Transformers shall conform to UL 506.

2.7.3 Surge Protection

Surge and transient protection shall consist of devices installed externally to digital Instruments.

2.7.4 Wiring

Provide complete electric wiring for instrument and control panel, including wiring to transformer primaries. A wiring list or wiring diagram shall be generated by the panel vendor to document the actual wirings of the panel. Control circuit wiring shall not run in the same conduit as power wiring over 100 volts. Circuits operating at 100 Volts or less shall be defined as low voltage and shall be run in rigid or flexible conduit, metallic tubing, metal raceways or wire trays, or armored cable. Provide circuit and wiring protection as required by NFPA 70. Wiring to the door shall be class K stranded switchboard wire and shall protect against abrasion and routed to allow free movement of the door with minimal stress on the conductors. All wires shall be identified at both ends with wire markers. Wiring terminations at screw type terminals shall be of the solderless, mechanically crimped type, ring tongue. Terminal blocks and individual terminals in the panel shall be identified. Terminal blocks and circuit breakers shall be secured to the mounting channel with the appropriate clamps and end sections.

2.7.4.1 AC Control Wiring

- a. Control wiring for 24 V circuits shall be insulated copper 18 AWG minimum and rated for 300 VAC service.
- b. Wiring for 120 V shall be 12 AUG minimum and rated for 600 V service.

2.7.4.2 Analog Signal Wiring

Analog signal wiring shall be 18 AWG single or multiple twisted pair. Each cable shall be 100 percent shielded, and have 20 AWG drain wire. Each wire shall have insulation rated to 300 V AC. Cables shall have an overall aluminum-polyester or tinned-copper (cabled-shield tape). Install analog signal wiring in conduit separate from AC power circuits. Thermocouple wire shall be type JX duplex extension grade, 20 AWG, stranded, with PVC insulation.

2.8 PYROMETER

A pyrometer (multi-point selector with, and individual thermocouples) and thermocouple with calibrated leads shall be provided to indicate the temperature in each engine cylinder and the combined exhaust in the combined exhaust. The selector switch shall be double pole, with an "off" position, one set of points for each thermocouple, and suitable indicating dial. The pyrometer, thermocouple, leads and compensating devices shall be calibrated to show true exhaust temperature within + or - 1% above the highest temperature encountered at 110%load conditions.

2.9 FAULT MONITOR SYSTEM

The fault monitor system should provide the following functions:

Engine Alarm

- a. High Jacket Water Temp. 170 Deg F
- b. High Lube Oil Temp. 195 Deg F
- c. High Transmission Oil Temp. 130 Deg F
- d. Low Fuel Oil Pressure 15 PSI

Engine Alarm / Shutdown

- a. High Jacket Water Temp 185 Deg F
- b. Low Lube Oil Pressure 18 PSI
- c. Low Trans Oil Pressure 15 PSI

PART 3 EXECUTION

3.1 INSTALLATION

Perform installation under supervision of competent technicians regularly employed in the installation of engine instrument and control panel.

3.1.1 Wiring Criteria

- a. Input/output identification: Permanently label each field wire, cable, or pneumatic tube at each end with unique descriptive identification.
- b. Rigid or flexible conduit shall be terminated at all sensors, panels, troughs, and output devices.
- c. Surge Protection: Install surge protection per manufacturer's specification.

- d. Grounding: Ground instruments and cabinets to an effective earth ground. Conduit grounding alone is not sufficient; all grounding must have a direct path to building/earth ground.
- e. Contractor is responsible for correcting all associated ground loop problems.
- f. Wiring in panel enclosures shall run in covered wire track.

3.1.2 Temperature Sensors

Provide temperature sensors in locations to sense the appropriate condition. Provide sensors where they are easy to access and service without special tools. Calibrate sensors to accuracy specified. In no case will sensors designed for one application be installed for another application.

3.1.2.1 Immersion Temperature Sensors

Provide thermowells for sensors measuring temperatures in liquid applications or pressure vessels. Locate wells to sense continuous flow conditions. Do not install wells using extension couplings. Where piping diameters are smaller than the length of the wells, provide wells in piping at elbows to sense flow across entire area of well. Wells shall not restrict flow area to less than 70 percent of pipe area. Increase piping size as required to avoid restriction. Provide thermowells with thermal transmission material within the well.

3.1.3 Pressure Sensors

Provide pressure sensors in locations to sense the appropriate condition. Provide sensors where they are easy to access and service without special tools. Calibrate sensors to accuracy specified. In no case will sensors designed for one application be installed for another application.

3.1.4 Pneumatic Tubing

Run concealed tubing in finished areas, and run exposed tubing in unfinished areas such as inside engine instrument panel. For tubing to be enclosed in concrete, provide rigid metal conduit or intermediate metal conduit. Provide tubing parallel and perpendicular to building walls throughout. Maximum spacing between tubing supports shall be 5 feet. With the compressor turned off, test each tubing system pneumatically at 1.5 times the working pressure, with a maximum pressure drop of 1 psig. Correct leaks. Caulking of joints will not be permitted. Do not run tubing and electrical power conductors in the same conduit.

3.1.5 Engine Instrument and Control Panel Drawings

Provide 3 sets of as-built Engine Instrument and Control Panel Drawings to the Contracting Officer.

3.2 FIELD QUALITY CONTROL

3.2.1 General

- a. Obtain approval of the field test plan and performance verification test plan for each phase of testing before beginning that phase of testing. Give the Contracting officer written notification of planned testing at least 30 days prior to test. Notification shall be accompanied by the proposed test procedures. In no case will the Contractor be allowed to start testing without written Government approval of field test plan and performance verification test plan.
- b. Demonstrate compliance of Engine Instrument Control Panel with the contract documents. Furnish personal, equipment, instrumentation, and supplies necessary to perform calibration and site testing. Ensure that test personnel are regularly employed in the testing and calibration of Engine Instrument and Control Panel.
- c. Testing will include field tests and performance verification tests. Field tests shall demonstrate proper calibration of input and output devices, and the operation of specific equipment. Performance verification test shall ensure proper execution of the sequence of operation and proper tuning of control loops.
- d. Before scheduling the performance verification test, furnish field test Documentation and written Certified Statement of Field Test Completion to the Contracting Officer for approval. The statement, certified by the Engine Instrument Panel provider, states that the installed instrument and control panel has been calibrated, tested and is ready for the performance verification test. Do not start the performance verification test prior to receiving written permission from the Government.
- e. Tests are subject to oversight and approval by the Contracting Officer.

3.2.2 Test Reporting for Field Testing and Performance Verification Tests.

- a. During and after completion of the Field Tests, and again after the Performance Verification Tests, identify, determine causes, replace, repair or calibrate equipment that fails to meet the specification, and submit a written report to the Government.
- b. Document all tests with detailed test results. Explain in detail the nature of each Failure and corrective action taken. Provide a written report containing test documentation after the Field Tests and again after the Performance Verification Tests. Convene a test review meeting at the job site to present the results to the Government. As part of this test review meeting, demonstrate by performing all portions of the field tests or performance verification test that each failure has been corrected. Based on the report and test review meeting, the Government will determine either the restart point or successful completion of testing. Do not retest until after receipt of

written notification by the Government. At the conclusion of retest, assessment will be repeated.

3.2.3 Contractor's Field Tests

Field tests shall include the following:

3.2.3.1 System Inspection

Observe the Engine Instrument and Control Panel in its run condition. Ensure all sensors are working properly and digital output is being displayed. Ensure all required alarm and alarm/shutdown sequences are properly working. Document all results in test report.

3.2.3.2 Calibration Accuracy and Operation Of Input Test

Verify correct calibration and operation of input instruments. For each sensor and transmitter, including those for temperature and pressure, record the reading at the sensor or transmitter location using calibrated test equipment. On the same table, record the corresponding reading at the digital instrument for the test report. The test equipment shall have been calibrated within one year of use. Test equipment calibration shall be traceable to the measurement standards of the National Institute of Standards and Technology.

3.2.3.3 Digital Instrument Startup and Memory Test

Demonstrate that programming is not lost after a power failure, and digital instruments automatically resume proper reading or functions after a power failure.

3.2.3.4 Surge Protection Test

Show that surge protection, meeting the requirements of this specification, has been installed on incoming power to the digital instruments and on communications lines.

3.3 TRAINING

Submit a training course schedule, syllabus, and training materials 14 days prior to the start of training. Obtain approval of the training course before beginning that phase of training. Furnish a qualified instructor to conduct training courses for designated personnel in the maintenance and operation of the Engine Instrument and Control Panel. Orient training to the specific system being installed under this contract. Use operation and maintenance manual as the primary instructional aid in Contractor provided activity personal training. Base training on the Operations and Maintenance manuals and a Engine Instrument and Control manual. Manuals shall be delivered for each trainee with two additional sets delivered for archiving at the project site. Training manuals shall include an agenda, defined objectives and a detailed description of the subject matter for each lesson. Furnish audio- visual equipment and all other training materials and supplies. A training day is defined as 8 hours of classroom or lab instruction, including two 15 minute breaks and excluding lunch time, Monday through Friday, during the daytime shift in effect at the training facility. For guidance, the Contractor

should assume the attendees will have a high school education and are familiar with Engine Instrument and Control Panels.

-- End of Section --

DIVISION 16 - ELECTRICAL

SECTION 16264

DIESEL-GENERATOR SET

TABLE OF CONTENTS

PART 1 GENERAL

- 1.1 SCOPE
- 1.2 QUALITY CONTROL
- 1.3 APPLICABLE PUBLICATIONS
- 1.4 GENERAL REQUIREMENTS
 - 1.4.1 Warranty
 - 1.4.2 Submittals
 - 1.4.3 Certificates of Compliance
 - 1.4.4 Certificates of Fuel Consumption
 - 1.4.5 Shop Drawings
 - 1.4.6 Spare Parts Data
 - 1.4.7 Special Tools
 - 1.4.8 Operating and Maintenance Manual
 - 1.4.9 Sequence Of Submittals
 - 1.4.10 Transmittal
 - 1.4.11 Responsibility of the Contractor
 - 1.4.11.1 Safety-Related Special Requirements
 - 1.4.11.2 Payment
 - 1.4.11.3 Definitions
 - 1.4.11.4 Hours of Work
 - 1.4.11.5 Release from Liability (Not Used)
 - 1.4.11.6 Buy American Act (Not Used)
 - 1.4.11.7 Nameplates
 - 1.4.11.8 Personal Safety Devices
 - 1.4.11.9 Field Engineering Services

PART 2 PRODUCTS

- 2.1 MATERIAL AND EQUIPMENT
 - 2.1.1 Filter Elements
 - 2.1.2 Instrument Transformers
 - 2.1.3 Pipe
 - 2.1.4 Thermometer For Oil or Water Service
 - 2.1.5 Electrical Enclosures
 - 2.1.5.1 General
 - 2.1.6 Pressure Gauges
 - 2.1.7 Motor Controllers
- 2.2 ENGINE-GENERATOR SET
 - 2.2.1 General
 - 2.2.2 Engine-Generator Parameter Schedule
- 2.3 ENGINE
 - 2.3.1 General Requirements
 - 2.3.2 Limitations on Vibration
 - 2.3.3 Vibration Isolation System
 - 2.3.4 Fuel System

- 2.3.4.1 Strainer and Filter
- 2.3.4.2 Fuel Pump
- 2.3.5 Lubrication System
- 2.3.6 Cooling System
 - 2.3.6.1 Conventional Cooling System
 - 2.3.6.2 Jacket-Water Pump
 - 2.3.6.3 Cooling-Water Circulating Pump
 - 2.3.6.4 Jacket-Water Heat Exchanger
 - 2.3.6.5 Temperature Sensors
- 2.3.7 Sound Limitations
- 2.3.8 Air Intake Equipment
- 2.3.9 Exhaust System
 - 2.3.9.1 Manifolds
 - 2.3.9.2 Expansion Joints
 - 2.3.9.3 Exhaust Mufflers
- 2.3.10 Emissions
- 2.3.11 Starting System
 - 2.3.11.1 Controls
 - 2.3.11.2 Capacity
 - 2.3.11.3 Functional Requirements
 - 2.3.11.4 Battery
 - 2.3.11.5 Battery Charger
- 2.3.12 Governor
 - 2.3.12.1 Isochronous Governor
- 2.4 GENERATOR
 - 2.4.1 Current Balance
 - 2.4.2 Voltage Balance
 - 2.4.3 Waveform
 - 2.4.4 Exciter
 - 2.4.5 Voltage Regulator
 - 2.4.5.1 Steady State Performance
 - 2.4.5.2 Regulator Bandwidth
 - 2.4.6 Generator Protection
 - 2.4.6.1 Not Used
 - 2.4.7 Safety System
- 2.5 ENGINE GENERATOR SET CONTROLS AND INSTRUMENTATION
 - 2.5.1 Enclosures
 - 2.5.2 Analog Instruments
 - 2.5.3 Electronic Instruments
 - 2.5.4 Parameter Display
 - 2.5.5 Alarm Panel
 - 2.5.5.1 Audible Alarm
 - 2.5.5.2 Visual Signal
 - 2.5.5.3 Alarms and Action Logic
 - 2.5.5.4 Time-Delay on Alarm
 - 2.5.6 Engine Panel
 - 2.5.7 Generator Panel
 - 2.5.8 Surge Protection
- 2.6 ENGINE AND GENERATOR PAINTING AND FINISHING
- 2.7 FACTORY INSPECTION AND TEST
 - 2.7.1 Factory Inspection

2.7.2 Factory Tests

PART 3 EXECUTION

3.1 ONSITE INSPECTION AND TESTS

3.1.1 Test Conditions

3.1.1.1 Data

3.1.1.2 Power Factor

3.1.1.3 Contractor Supplied Items

3.1.1.4 Instruments

3.1.1.5 Sequence

3.1.2 Inspections

3.1.3 Pre-Operational Tests

3.1.3.1 Protective Relays

3.1.3.2 Insulation Test

3.1.4 Safety Run Test

3.1.5 Performance Tests

3.1.5.1 Engine Load Run Test

3.1.5.2 Voltage and Frequency Droop Test

3.1.5.3 Voltage Regulator Range Test

3.1.5.4 Governor Adjustment Range Test

3.1.6 Final Inspection

3.2 SERVICE MANUALS

SECTION 16264

DIESEL-GENERATOR SET

PART 1 GENERAL

1.1 Scope

The work covered in this section consists of furnishing to the site one diesel engine-generator set, controls, heat exchangers, pumps, and all accessories necessary to provide back-up electrical power. The generator will be replacing two generators located inside the plant. Installation of equipment will be by the Contractor. All equipment provided shall be standard products of a manufacturer regularly engaged in the manufacturing of such products, which are of a similar material, design and workmanship. Removal and disposal of the two existing diesel engine-generator sets will be done by the Contractor. The existing day tank and raw water pump will be used on the new diesel engine-generator set if permissible.

1.2 Quality Control

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with requirements and maintain records of his quality control for the manufacturing and installation of the equipment.

1.3 Applicable Publications

The following publications of the issues listed below, but referred to thereafter by basic designation only, forms a part of these specifications to the extent indicated by the reference there to:

(1) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C12.11 (1987;R1993) Instrument Transformers for Revenue Metering, 10 kV BIL through 350 kV BIL (0.6 kV NSV through 69 kV NSV)

ANSI C39.1 (1981; R 1992) Requirements for Electrical Analog Indicating Instruments

(2) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A53/A 53M (1999b) Pipe, Steel, Black and Hot- Dipped,

Zinc-Coated, Welded and Seamless

- ASTM A 106 (1999e1) Seamless Carbon Steel Pipe for High-Temperature Service
- ASTM A 181/A 181M (2000) Carbon Steel Forgings for General-Purpose Piping
- ASTM A 234/A 234M (2000) Piping Fittings of Wrought Carbon Steel and Alloy Steel For Moderate and Temperature Service
- ASTM D 975 (1998b) Diesel Fuel Oils

(3) AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

- ASME B16.3 (1998) Malleable Iron Threaded Fittings
- ASME B16.5 (1996; B16.5a) Pipe Flanges and Flanged NPS ½ thru NPS 24
- ASME B16.11 (1996) Forged Fittings, Socket-Welding and Threaded
- ASME BPV VIII Div 1 (1998)Boiler and Pressure Vessel Code; Section V!!!!, Pressure Vessels Division1-Basic Coverage
- ASME BPV IX (1998)Boiler and Pressure Vessel Code; Section IX, Welding and Brazing Qualifications

(4) INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

- IEEE C2 (1997) National Electrical Safety Code
- IEEE C57.13 (1993) Instrument Transformers
- IEEE ANSI/IEEE C57.131 (1981; R 1992) IEEE Guide for Field Testing of Relaying Current Transformers
- IEE Std 43 (1974; R 1991) Testing Insulation Resistance of Rotating Machinery

IEEE Std 95 (1977; R 1991) Insulation Testing of Large AC Rotating Machinery with High Direct Voltage

IEEE Std 112 (1991) Standard Test Procedure for Polyphase Induction Motor and Generators

IEEE Std 115 (1995) Test Procedures for Synchronous Machines

(5) MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTING INDUSTRY (MSS)

MSS SP-80 (1997) Bronze Gate, Globe, Angle and Check Valves

(6) MILITARY STANDARDS (MIL-STD)

MIL-STD 705 (Rev C) Generator Sets, Engine Driven Methods of Tests And Instructions

(7) NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 2 (1993) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 Volts DC.

NEMA ICS 6 (1993) Industrial Control and Systems, Enclosures

NEMA MG 1 (1998) Motors and Generators

(8) NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 30 (1996; Errata) Flammable and Combustible Liquids Code

NFPA 37 (1997) Installation and Use of Stationary Combustion Engines and Gas Turbines

NFPA 70 (2002) National Electrical Code

(9) SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)

SAE ARP 892 (1994; R 1994) D-C Starter-Generator,
Engine

SAE J 537 (1994) Storage Batteries

(10) UNDERWRITERS LABORATORIES (UL)

UL 1236 (1994; Rev thru Apr 1996) Battery Chargers for
Charging Engine-Starter Batteries

1.4 GENERAL REQUIREMENTS

1.4.1 Warranty

All items furnished under this contract shall be covered by the most favorable commercial warranties the Contractor and involved manufacturers give to any customer for these items. The Contractor shall furnish all such warranties directly to the Government. In addition, the Contractor shall guarantee all equipment against defective materials, design, parts and workmanship for a period of one (1) year from date of acceptance. During the warranty period, any failure from the above stated causes shall be promptly repaired by the Contractor at no additional cost to the Government. The rights and remedies provided herein are in addition to and do not limit any rights afforded the Government by any other clause of this contract.

1.4.2 Submittals

A durability certification is required from the engine manufacturing company that the engine is capable of delivering the specified full load kW on a prime rated, diesel-generator set, which is capable of operating at full load generating power continuously as the sole source of electric power, using 60-70 percent load factor for mean time between engine overhauls of 10,000 hours. One diesel engine of the same model, speed, bore, stroke, number of cylinders, and cylinder configuration as the engines specified hereunder and operating at the same output (kW rating) as the engine-generator set specified hereunder shall have performed satisfactorily in a diesel engine-generator set, independent and separate from the physical location of the Contractor's facilities, for a minimum of 4000 hours of actual operation. For at least 200 hours of these 4000 hours, engines shall be certified at 90 percent availability for a minimum of 80 percent of full load. The load carried by engine-generator sets shall be equal to or in excess of the full load rating required under this contract. This operating experience, for 200 hours

operation, shall have been accumulated within a consecutive calendar period of 2 years. Operation during the 2 year period described above will not be considered satisfactory if:

(1) Any failure of engine or engine auxiliaries resulted in a downtime for repairs in excess of 72 hours.

(2) Any failure of the engine or engine auxiliaries resulted from over heating.

Auxiliaries and attachments furnished with the engine such as cooling system, lube system, fuel system, exhaust system, governor, turbo charger, turbocharger with aftercooler, super charger, pumps, filters, etc., shall be the original items tested with the engine to meet experience submittal requirements. These auxiliary items may be manufactured or purchased by the engine manufacturing company for the originally tested and approved engines which meet experience requirements. These parts or systems may be substituted if approved and certified by the engine manufacturing company in writing that the parts or systems are equal or superior to the original parts or systems and that they will provide equal or better durability and reliability in service.

1.4.3 Certificates of Compliance; FIO

Where materials or equipment are specified to comply with requirements of the UL or ASME, proof of such compliance shall be submitted. The label or listing of the specified agency will be acceptable evidence. In lieu of the label or listing, a written certificate may be submitted from an approved, nationally recognized testing organization equipped to perform such services, stating that the items have been tested and conform to the requirements and testing methods of the specified agency. Where equipment is specified to conform to requirements of the ASME Boiler and Pressure Vessel Code, the design, fabrication, and installation shall conform to the code.

1.4.4 Certificates of Fuel Consumption; FIO

Certification shall be submitted guaranteeing that engine fuel consumption does not exceed a maximum of 0.600 pounds per kilowatt-hour for full and 3/4 load and 0.575 pounds per kilowatt-hour for 1/2 load on the basis of:

(1) Net kW of the set corrected for engine auxiliaries that are electrically driven.

- (2) 19,350 Btu per pound high-heat value for fuel used.
- (3) Sea level operation.
- (4) Intake-air temperature not over 90 degrees F.
- (5) Barometric pressure of intake air not less than 28.25 inches of mercury.

1.4.5 Shop Drawings; GA

Shop drawings shall be submitted within 30 calendar days after receipt of notice of award and shall consist of assembly drawings, catalog cuts, illustrations, schedules, performance charts, instructions, brochures, diagrams, and other information required to demonstrate fully that all equipment will conform to the requirements of these specifications. The drawings shall also fully illustrate the installation and operation of the generating units, their associated equipment, and for piping, wiring, devices, and foundations related thereto. Shop drawings shall include:

- (1) Engine-generator set complete, with base and all attachments including anchor bolt template.
- (2) Electric starting system components.
- (3) Fuel system components.
- (4) Cooling system components including an estimate of total quantity of coolant in the components, in gallons.
- (5) Exhaust system.
- (6) Lubrication system complete, including engine-driven pump, strainers, filters, shell and tube heat exchangers for lube oil and turbocharger cooling, controls and wiring.
- (7) Safety circuits wiring diagrams, drawings, schematics, and safety devices giving normal ranges, alarm and shutdown valves to operation parameters such as pressures, temperatures, voltages, currents, and speeds.
- (8) One-line, schematic and wiring diagrams of the generator, exciter, regulator, governor, and engine-generator instrumentation system, including alarm and annunciation systems.

The above drawings shall be to scale with clear-cut lines and legible dimensions and lettering. Each drawing shall have a title of suitable size in the lower right-hand corner containing the name of the Contractor, name of drawing, scale, contract number and date.

1.4.6 Spare Parts Data

After approval of shop drawings, and not later than 2 months prior to the date

of installation, the Contractor shall furnish spare parts data for each different item of materials and equipment specified. The data shall include a complete list of parts and supplies, with current unit prices and source of supply, and a list of the spare parts recommended by the manufacturer to be replaced after 1 year and 3 years of service.

1.4.7 Special Tools

Two complete sets of the special tools required for routine maintenance shall be furnished for the plant. Special tools are those that only the manufacturer provides, to reach otherwise inaccessible parts of his engines. The tools and wrenches shall be supplied in a suitable toolbox.

1.4.8 Operating and Maintenance Manual

The Contractor shall furnish to the Contracting Officer four (4) complete copies of operating and maintenance instructions. The operating instructions portion shall outline the step-by-step procedures required for system start-up, operation and shutdown. The maintenance instructions portion shall list routine maintenance procedures, possible breakdowns and repair, and troubleshooting guides. The instructions shall include, but not be limited to, the manufacture name, model number, service manual, parts list, simplified schematic diagrams for the system, and brief description of all equipment and their basic operating features. The operation and maintenance manual shall contain complete information explaining in detail the operation, adjustment, routine and/or special maintenance, disassembly, repair, and reassembly of the equipment. Condensed operating instructions explaining control sequence and preventive maintenance procedures, methods of checking the system for normal safe operation, and procedures for safely starting and stopping the system shall be prepared in typed form, and supplied with the diagrams. The parts list and/or parts bulletin for the equipment shall clearly show all details and parts, and all parts shall be adequately described and have proper identification marks. Proposed diagrams, instructions, and other sheets shall be submitted. The instructions shall be received and approved before acceptance testing of the systems.

1.4.9 Sequence Of Submittals

All drawings of which prints are submitted will form a part of the contract. The sequence of submission of drawings shall be such that all information is available for checking each drawing when it is received.

1.4.10 Transmittal

Five black and white copies or bluelines of each drawing shall be furnished to

the Government. Each submission of drawings by the Contractor must be accompanied by a letter of transmittal containing a list of drawings giving titles and numbers. Transmittals shall be addressed to:

District Engineer
Memphis District, Corps of Engineers
ATTN: CEMVM-ED-S
B-202 Clifford Davis Federal Building
Memphis, Tennessee 38103-1894

1.4.11 Responsibility of the Contractor

The Contractor shall be responsible for complying with all referenced standards. Each diesel engine-generator set shall be furnished complete with all special attachments and tools as specified above and shall meet the performance requirements listed in these specifications. The Field Engineer(s) provided by the Contractor shall arrive on the site after installation of the equipment and shall conduct all testing as listed in Part 3 of this specification.

1.4.11.1. Safety-Related Special Requirements

All work performed under this contract with all pertinent provisions of the most current version of the Safety and Health Requirements Manual, EM 385-1-1 and these special requirements.

1.4.11.2. Payment

No separate payment will be made for compliance with EM 385-1-1 nor for compliance with any other safety-related special requirements.

1.4.11.3. Definitions

Wherever in the specifications the letters COR are used they shall be construed to mean "Contracting Officer's Representative" and words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, permission, 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, acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

1.4.11.4. Hours of Work

Any work by the Field Engineer(s) will be confined to the hours between 0700

hrs to 1530 hrs, Monday through Friday, excluding national and/or federal holidays. Additional work hours shall be subject to the prior approval of the Contracting Officer or COR.

1.4.11.5 Not Used

1.4.11.6 Not Used

1.4.11.7. Nameplates

Each major component of equipment shall have the manufacturer's name, address, type or style, model or serial number and catalog number on a plate secured to the equipment. Nameplates shall be provided for:

- (1) Engines
- (2) Generators
- (3) Exciters
- (4) Regulators
- (5) Pumps and pump motors
- (6) Governor
- (7) Generator breaker
- (8) Heat exchanger
- (9) Exhaust Silencer

1.4.11.8. Personnel Safety Devices

Exposed moving parts, parts that produce high operating temperatures, parts which may be electrically energized, and parts that are of such a nature or are so located as to be a hazard to operating personnel shall be insulated, fully enclosed, guarded, or fitted with other types of safety devices. The safety devices shall be installed in such manner that proper operation of the equipment is not impaired.

1.4.11.9 Field Engineering Services

After installation is completed by the Contractor, the manufacturer(s) of the engine-generator set shall provide the services of one or more Field

Engineer(s) at the installation site to inspect the installation of the equipment and to perform the field tests required by these specifications. The Field Engineer(s) shall have extensive knowledge of the products involved and at least two years' experience conducting installation inspections and adjustments on similar systems. All start-up engineering work shall be conducted under the direction of the Field Engineer(s). The Field Engineer(s) shall be available for consultation with the Contracting Officer or his representative. The Field Engineer(s) shall conduct quality checks and tests prior to energizing of equipment to assure that all interconnections and external connections are correct and that all devices function properly. Additionally, upon initial energizing of equipment, the Field Engineer(s) shall assure that all equipment operates properly and that all adjustments and calibrations are properly made and that all parameters are properly set. The responsibilities of the Field Engineer(s) shall include, but not be limited to:

(1) Check all interconnection wiring against the drawings for all connections between the products, equipment, remote devices that function in the system. Report to the Contracting Officer conditions that need correction.

(2) Test insulation of all power and control wiring to ground with a suitable megohmmeter and report to the Contracting Officer conditions that must be corrected.

(3) Test the operation of remote devices to assure that the functions are in accordance with design criteria.

(4) Check for lubrication, vibration and rotation as engine-generators are initially run. Test protective and safety circuits and assure that they disconnect the engine-generator when appropriate.

(5) Assure that the feedback control loops function properly.

(6) Inspect the generating set, and auxiliary equipment; report to the COR any installation or shipping damage, loose material, shipping blocks, contamination or unfavorable environmental conditions that must be corrected.

(7) Check generator field exciter, excitation power, proper connection of generator fields.

(8) Assure all fault stop features function properly.

(9) Verify that engine governors operate properly.

(10) Instruct Government personnel on proper start-up, adjustment, fault diagnosis and operation of equipment.

The Contractor shall provide all instruments necessary to conduct tests and make adjustments.

PART 2 PRODUCTS

2.1 MATERIAL AND EQUIPMENT

Materials and equipment shall conform to the respective publications and other requirements specified herein.

2.1.1 Filter Elements

Fuel-oil, lubricating-oil, and combustion-air filter elements shall be manufacturer's standard.

2.1.2 Instrument Transformer

ANSI C12.11

2.1.3 Pipe (Sleeves, Fuel/Lube-Oil, Compresses Air, Coolant, and Exhaust)

ASTM A 53, or ASTM A 106 steel pipe. Pipe smaller than 2 inches shall be Schedule 80. Pipe 2 inches and larger shall be Schedule 40.

- a. Flanges and Flanged Fittings: ASTM A 181/A 181M, Class 60, or ASME B16.5, Grade 1, Class 150.
- b. Pipe Welding Fittings: ASTM A 234/A 234M, Grade WPB or WPC, Class 150 or ASME B16.11, 3000lb.
- c. Threaded Fittings: ASME B16.3, Class 150.
- d. Valves: MSS SP-80, Class 150
- e. Gaskets: Manufacturer's standard.

2.1.4 Thermometer for Oil or Water Service

Flush-mounted dial with range to suit the service encountered, standard with the manufacturer.

2.1.5 Electrical Enclosures

2.1.5.1 General

NEMA ICS 6.

2.1.6 Pressure Gauges

Manufacturer's standard

2.1.7 Motor Controllers

Motor controllers and starters shall conform to the requirements of NFPA 70 and NEMA ICS2.

2.2 Engine-Generator Set

2.2.1 General

The generator set shall consist of one engine, one exciter and one generator mounted on one steel base. The generator set shall be factory assembled and aligned on a structural steel base. The base shall be strong and rigid enough to ensure permanent alignment of all rotating units and prevent vibration build up. The base shall permit skidding in any direction during installation and shall be provided with suitable holes for foundation bolts. Equipment shall be environmentally suitable for the location shown on the drawings. The rating for the generator set shall be not less than of 125 kW, (168 hp), 160 KVA .

2.2.2 Engine-Generator Parameter Schedule

(1) Service Load	125kW
(2) Power Factor	.80 lagging
(3) Motor Starting kVA (maximum)	42 kVA
(4) Maximum Speed	1800 rpm
(5) Engine-Generator Application	stand-alone
(6) Engine Cooling Type	water/ethylene glycol
(7) Heat Exchanger Type	shell-tube
(8) Governor Type	Isochronous
(9) Frequency Bandwidth	plus/minus 25% (steady state)
(10) Voltage Regulation	plus/minus 2% (no load to full load)

at a critical speed between 10 percent above and 10 percent below synchronous speed. Calculations on critical speed and vibratory stress shall be submitted for approval to the Contracting Officer within 60 days of contract award in lieu of performing the critical speed and torsigraphic factory tests where an identical diesel-engine generator set has been previously tested as specified hereinafter. If the calculated vibratory stress shows critical, a speed within the speed zone of synchronous speed plus or minus 10 percent exceeds 4500 psi, a torsigraphic test shall be run to verify the calculations.

2.3.3 Vibration Isolation System

The isolation system shall reduce the vibration transmitted to the adjacent structure to a maximum of 0.0015 inch total amplitude throughout the frequency range down to 65 CPS. The manufacturer shall certify that the vibration isolation system will reduce the vibration to the limits specified.

2.3.4 Fuel System

The fuel system components supplied shall conform to the applicable portions of NFPA Nos. 30 and 37.

2.3.4.1 Strainer and Filter

One full-flow strainer and one full-flow filter shall be provided for the engine. The strainer shall be located on the suction side of the fuel pump and the filter on the discharge side. When the pump and high pressure injector equipment are contained in a common housing, the fuel filter may be located between the strainer and the engine fuel pump. The strainer shall be metal-edge or screen type with a maximum opening of 0.007 inch (80 mesh). The filter case shall be compatible with the filter element. The strainer and filter shall have inlet and outlet connections plainly marked. Strainer and filter elements shall be designed to be changed without disconnecting the piping or disturbing other engine components. An indicating differential pressure gage shall be provided across the inlet and outlet sides of the filters.

2.3.4.2 Fuel Pump

The fuel pump shall be a positive-displacement engine-driven type, and shall supply an adequate quantity of fuel to the engine under all conditions of operation. A relief valve shall prevent the buildup of excessive pressure in the discharge line. The pump arrangement shall allow excess fuel to be piped to return to the day tank.

2.3.5 Lubrication System

The lubrication system components supplied shall conform to the applicable portions of NFPA Nos. 30 and 37. The system shall be pressurized by one or more engine-driven lube-oil pumps. Pressure shall be regulated by an appropriate relief valve or other approved means. Pipe connections shall be provided for draining the engine. Each engine shall have a gage or bayonet for oil-level indication with engine running. The engine shall be furnished with a wet sump. One shell-and-tube or plate-type oil cooler, arranged for utilizing cooling system coolant as the oil-cooling medium, shall be furnished for the engine. The crankcase shall be vented to the engine air intake or to the engine exhaust system. The lube oil system shall permit addition of lubricating oil with the engine operating. Filter elements shall be compatible with the filter case. A pressure-relief valve shall bypass lube oil back to the engine sump or to the suction side of the lube-oil pump when the filter attains the maximum pressure differential recommended by the filter manufacturer. Direct-reading differential pressure gages shall register the pressure drop across the filter.

2.3.6 Cooling System

Cooling system shall be a single-circuit closed loop with an engine-driven pump. Jacket-water system shall circulate jacket-water through the engine block, exhaust manifold, after cooler (on turbocharged engine), oil cooler, and heat exchanger at the temperature and flow rate as specified by the engine manufacturer.

2.3.6.1 Conventional Cooling System

System thermostats shall maintain temperatures between 165 and 195 degrees F during engine operation under the conditions specified. Cooling system coolant shall be a combination of water and ethylene-glycol. Solution shall be of sufficient strength to protect against freezing down to -20 degrees F. Cooling system operation shall be fully automatic while the engine is running. Water temperature differential across engine block shall be not more than 17 degrees F at full load. Failure of the cooling system resulting in over temperature shall stop the engine.

2.3.6.2 Jacket-Water Pump

The jacket-water centrifugal circulating pump shall be engine driven. The pump shall be suitable for pumping the coolant mixture.

2.3.6.3 Cooling-Water Circulating Pump

An electric motor driven raw water pump which produces 50 GPM of water at 100

FT of head is currently being used to cool the existing generator. This item shall be used to cool new generator set.

2.3.6.4 Jacket-Water Heat Exchanger

One jacket-water heat exchanger of the shell and tube type, mounted to engine shall be supplied. The heat exchanger shall be capable of removing all heat released from engine to the coolant using screened storm water circulated by the cooling-water pump at a temperature of 65 degrees F. The capacity and construction shall be as recommended by the manufacturer for use with screened storm water. The heat exchangers shall be constructed and tested to withstand a minimum of 50 psig pressure at 300 degrees F.

2.3.6.5 Temperature Sensors

Each engine shall be equipped with coolant temperature sensors. Temperature sensors shall provide signals for high indication and alarm.

2.3.7 Sound Limitations

The limits listed are applicable only as referenced in this specification. The noise limits listed apply to air intake and engine exhaust emissions.

<u>FREQUENCY BAND</u> <u>CYCLES/SECONDS</u>	<u>SOUND LEVEL</u> <u>DECIBELS (dBA)</u>
20-75	87
75-150	78
150-300	70
300-600	64
600-1200	58
1200-2400	54
2400-4800	52
4800-10 kc	51

2.3.8 Air Intake Equipment

A combined filter and silencer may be provided. The silencer shall be of the high-frequency filter type, located in the air intake system as recommended by the engine manufacturer. Silencer shall be capable of reducing the noise level at the air intake to a point below the maximum acceptable levels specified in paragraph Sound Limitations. A combined filter and silencer items may be provided.

2.3.9 Exhaust System

The system shall be separate and complete for each engine. Where a V-type engine is provided, a V-type connector, with all necessary flexible sections and hardware, shall connect the engine exhaust outlets to a single exhaust pipe sized to reduce gas velocity to less than 5000 fpm.

2.3.9.1 Manifolds

Exhaust manifolds shall be of the wet type, utilizing jacket cooling water as a cooling medium.

2.3.9.2 Expansion Joints

Expansion joints shall be bellows type with flanged connections. Flanges shall be 125 pound type, plain-faced, drilled, and of dimensions to match the flanged exhaust outlet of the diesel engine. Expansion elements shall be stainless steel suitable for exhaust gas at 1000 degrees F. Expansion joints shall be suitable for relieving stress caused by thermal expansion and contraction and shall be suitable for vibration-isolation service.

2.3.9.3 Exhaust Mufflers

Chamber type exhaust mufflers shall be supplied for each engine and shall be welded steel designed for outside vertical mounting. Pressure drop through the muffler shall not exceed the recommendations of the engine manufacturer. The mufflers shall be zinc coated or painted with high temperature 1200 degrees F. resisting paint. The mufflers shall reduce the generated sound spectrum in reference to PARAGRAPH 2.3.7, as measured by ANSI sound level meter, when noise is measured 75 feet from the silencer with only one engine operating at full-load condition.

2.3.10 Emissions

The finished installation shall comply with Federal, State, and local regulations and restrictions regarding the limits of emissions, as listed in the U.S EPA Non-Road Sources Standard.

2.3.11 Starting System

2.3.11.1 Controls

An engine start-stop switch shall be provided with manual start, manual stop, and off/reset.

2.3.11.2 Capacity

The starting system shall be of sufficient capacity, at the maximum outdoor summer temperature specified to crank the engine without damage or overheating.

The system shall be capable of providing a minimum of three cranking periods with 15 second intervals between cranks. The cranking period shall have a maximum duration of 15 seconds.

2.3.11.3 Functional Requirements

An electrical starting system shall be provided to operate on a 24 volt DC system utilizing a negative circuit ground. Starting motors shall be in accordance with SAE ARP 892.

2.3.11.4 Battery

A starting battery system shall be provided and shall include the battery, battery rack, inter cell connectors, and spacers. Critical system components (rack, protection, etc.) shall be sized to withstand the seismic acceleration forces of the zone specified in Section 00800. The battery shall be lead-acid or nickel cadmium type, with sufficient capacity, at the minimum inside winter temperature specified to provide the specified cranking periods.

2.3.11.5 Battery Charger

A current-limiting battery charger, conforming to UL 1236, shall be provided and shall automatically recharge the batteries. The charger shall be capable of an equalize charging rate for recharging fully depleted batteries within 24 hours and a float charge rate for maintaining the batteries in prime starting condition. An ammeter shall be provided to indicate charging rate. A timer shall be provided for the equalize charging rate setting.

2.3.12 Governor

The diesel engine shall be provided with a governor which maintains the frequency within a bandwidth of the rated frequency, over a steady-state load range of zero to 100% of rated output capacity. The governor shall be configured for safe manual adjustment of the speed/frequency during operation

of the engine generator set, without special tools, from 90 to 110% of the rated speed/ frequency, over a steady state load range of zero to 100% of rated capacity.

2.3.12.1 Isochronous Governor

The isochronous governor shall maintain the midpoint of the frequency bandwidth at the same value for steady state loads over the range of zero to 100% of rated output capacity.

2.4 GENERATOR

The generator shall be of the synchronous type, one or two bearing, conforming to NEMA MG 1, equipped with winding terminal housings in accordance with NEMA MG 1, equipped with an armature winding, and directly connected to the engine. Insulation shall be Class H or Class F. Generator design shall protect against mechanical, electrical, and thermal damage due to vibration, 25 percent over speed, or voltage and temperatures at a rated output capacity of 100 percent. Generator ancillary equipment shall meet the short circuit requirements of NEMA MG 1. Frames shall be the drip-proof type.

2.4.1 Current Balance

At 100 percent rated load, and load impedance equal for each of the three phases, the permissible current difference between any two phases shall not exceed 2 percent of the largest current on either of the two phases.

2.4.2 Voltage Balance

At any balanced load between 75 and 100 percent of rated load, the difference in line-to-neutral voltage among the three phases shall not exceed 1 percent of the average line-to-neutral voltage. For a single-phase load condition, consisting of 25 percent load at unity power factor placed between any phase and neutral with no load on the other two phases, the maximum simultaneous difference in line-to-neutral voltage between the phases shall not exceed 3 percent of rated line to neutral voltage. The single-phase load requirement shall be valid utilizing normal exciter and regulator control. The interpretation of the 25 percent load for single phase load conditions means 25 percent of rated current at rated phase voltage and unity power factor.

2.4.3 Waveform

The deviation factor of the line-to-line voltage at zero load and at balanced full rated load at 0.8 power factor shall not exceed 10 percent. The RMS of all harmonics shall be less than 5.0 percent and that of any one harmonic less than

3.0 percent at full rated load.

2.4.4 Exciter

The generator exciter shall be of the brushless type. Semiconductor rectifiers shall have a minimum safety factor of 300 percent for peak inverse voltage and forward current ratings for all operating conditions, including 110 percent generator output at 104 degrees F ambient. The exciter and regulator in combination shall maintain generator-output voltage within the limits specified. The exciter shall maintain output current at the level and duration required to trip the generator breaker under fault conditions.

2.4.5 Voltage Regulator

The generator shall be provided with a solid-state voltage regulator, separate from the exciter. The regulator shall maintain the voltage within a bandwidth of the rated voltage, over a steady-state load range of zero to 100% of rated output capacity. Regulator shall be configured for safe manual adjustment of the engine generator voltage output without special tools, during operation from 90 to 110% of the rated voltage over the steady state load range of zero to 100% of rated output capacity. Regulation drift shall not exceed plus or minus 0.5% for an ambient temperature change of 36 degrees F.

2.4.5.1 Steady State Performance

The voltage regulator shall have a maximum droop of 2% of rated voltage over a load range from 0 to 100% of rated output capacity and automatically maintain the generator output voltage within the specified operational bandwidth.

2.4.5.2 Regulator Bandwidth

Regulators shall have an operational bandwidth of plus or minus 1 percent of rated voltage

2.4.6 Generator Protection

Short circuit and overload protection for the generator shall be provided. The generator circuit breaker rating shall be consistent with the generator rated voltage and frequency, with continuous, short circuit and interrupting current ratings to match generator capacity. The manufacture shall determine the short circuit current interrupting rating of the breaker. The breaker shall be engine base mounted by the diesel generator set manufacturer. Molded case breakers shall be provided with shunt trip. Surge protection shall be provided for each phase of the generator, to be mounted at the generator terminals.

2.4.6.1 Not Used

2.4.7 Safety System

Devices, wiring, etc., shall be provided and installed as a complete system to automatically activate the appropriate signals and initiate the appropriate actions. The safety system shall be provided with a self test method to verify its operability. Alarm signals shall include manual acknowledgement and reset devices. The alarm signal systems shall reactivate for new signals after acknowledgement is given to any signal. The systems shall be configured so that loss of any monitoring device shall result in an alarm on that system element.

2.5 ENGINE GENERATOR SET CONTROLS AND INSTRUMENTATION

The control panels shall be of the type necessary to provide specified functions. Panels shall be mounted on the engine generator set base by Vibration/shock absorbing type mountings. Instruments shall be mounted flush or semi flush. Convenient access to the back of instruments shall be provided with a panel identification plate which clearly indentifies the panel function as indicated. Each instrument and device on the panel shall be provided with a plate which clearly identifies the device and its function as indicated.

2.5.1 Enclosures

Enclosures shall be designed for the application and environment, conforming to NEMA ICS 6, and shall be provided with locking mechanisms that are keyed alike.

2.5.2 Analog Instruments

Analog electrical indicating instruments shall be true RMS indicating in accordance with ANSI C39.1 with semi flush mounting. The generator panel-mounted instruments shall have 250 degree scales with an accuracy of not less than 1 percent. Unit-mounted instruments shall be the manufacturer's standard with an accuracy of not less than 2 percent. The instrument's operating temperature range shall be minus 20 to plus 65 degrees C. Distorted generator output voltage waveform of a crest factor less than 5 shall not affect metering accuracy for phase voltages, hertz and amps.

2.5.3 Electronic Instruments

Electronic indicating instruments shall be true RMS indicating, 100 percent solid state, microprocessor controlled to provide all specified functions. Control, logic, and function devices shall be compatible as a system, sealed, dust and water tight, and shall utilize modular components with metal housing and digital instrumentation. An interface module shall be provided to decode

serial link data from the electronic panel and translate alarm, fault and status conditions to set of relay contacts. Instrument accuracy shall be not less than 2 percent for unit mounted devices and 1 percent for control room panel mounted devices, throughout a temperature range of minus 20 to plus 65 degrees C. Data display shall utilize LED or back lit LCD. Additionally, the display shall provide indication of cycle programming and diagnostic coded for troubleshooting.

2.5.4 Parameter Display

Continuous indication of the lubricating-oil pressure, ac voltmeter, ac ammeter, frequency meter, and coolant temperature.

2.5.5 Alarm Panel

The panel shall contain the following functions:

<u>Function/Device</u>	<u>Alarm/Action</u>
Red emergency stop (pushbutton or switch)	Shutdown
Engine over speed indication	Shutdown (110 percent of rated speed)
High-lube-oil temperature indicator	Shutdown (temperature as submitted by mfg)
Low-lube-oil pressure indication	Shutdown (pressure as submitted by mfg)
High coolant temperature indication	Shutdown (temperature as submitted by mfg)

2.5.5.1 Audible Alarm

The audible alarm signal shall sound at a frequency of 70 Hz at a volume of 75 dB at 10 Feet. The sound shall be continuously activated upon alarm and silenced upon acknowledgement. Audible alarm devices shall be located on the engine.

2.5.5.2 Visual Signal

The visual alarm signal shall be a panel light. The light shall be off in non-alarm status, flashing in alarm status, and remain continuously lit upon acknowledgment. For automatic shutdown, panel lights shall maintain alarm

condition status to indicate the cause of failure. Visual signals shall not reset until the cause of the alarm has been cleared and /or restored to normal condition. Shutdown alarms shall be red, other alarms shall be amber.

2.5.5.3 Alarms and Action Logic

- a. Shutdown: Simultaneous activation of the audible signal, activation of the visual signals, stopping the engine, and opening the generator circuit breakers shall be accomplished.
- b. Problem: Activation of the visual signal shall be accomplished.

2.5.5.4 Time-Delay on Alarm

For startup of the diesel-generator set, time-delay devices shall be installed to bypass the low-lubricating oil pressure alarm, and the coolant fluid outlet temperature alarm during cranking. The lube-oil time-delay device shall return its alarm to normal status after the engine starts. The coolant time-delay device shall return its alarm-to-normal status 5 minutes after the engine starts.

2.5.6 Engine Panel

The panel shall be as specified in paragraph 2.5 and shall contain the following items:

- a. Engine temperature display (coolant or cylinder)
- b. Lubricating-oil pressure indicator
- c. Lubricating-oil temperature display
- d. Run time meter
- e. Engine manual-start, manual-stop, off/reset switch.

2.5.7 Generator Panel

The panel shall contain the following items:

- a. Voltmeter, AC, 3-phase for the generator output.
- b. Ammeter, AC, 3 phase
- c. Frequency meter, with a range of 90 to 110 percent of rated frequency.

Vibrating reed type meters shall not be used.

d. Voltage regulator control.

2.5.8 Surge Protection

Electrical and electronic components shall be protected from, or designed to withstand the effects of surges from switching and lightning.

2.6 ENGINE AND GENERATOR PAINTING AND FINISHING

Unless otherwise specified, ferrous surfaces of equipment and component items shall be cleaned, primed and finish painted in accordance with the manufacturer's standard practice. The engine-generator set, auxiliary equipment, and motor controllers shall be finished with the manufacturer's standard colors, which shall be the same for engine and generator.

2.7 FACTORY INSPECTION AND TESTS

Factory inspections and tests shall be performed on the engine-generator set. The engine and the generator shall be tested by being operated for at least 1 hour at Service Load before being assembled into an engine-generator set. The engine-generator set shall be run not less than 1 hour at Service Load prior to inspections. Inspections shall be completed and all necessary repairs made, prior to testing. Contractor shall notify COR of proposed dates of factory tests at least 14 days prior to beginning tests. Contractor shall provide to COR a detailed description of the manufacturer's procedures for factory tests.

2.7.1 Factory Inspection

Inspections shall be performed prior to beginning and after completion of testing of the assembled engine-generator set. Inspectors shall look for leaks, looseness, defects in components, proper assembly, etc. and any item found to be in need of correction shall be noted as a necessary repair. The following checklist shall be used for the inspection:

<u>INSPECTION ITEM</u>	<u>GOOD</u>	<u>BAD</u>	<u>NOTES</u>
(1) Drive belts			
(2) Governor and adjustments			
(3) Engine timing mark			
(4) Starting motor			
(5) Starting aids			
(6) Coolant type and concentration			

- (7) Radiator drains
- (8) Block coolant drains
- (9) Coolant fill level
- (10) All coolant line connections
- (11) All coolant hoses
- (12) Combustion air filter
- (13) Combustion air silencer
- (14) Lube oil type
- (15) Lube oil sump drain
- (16) Lube-oil filter
- (17) Lube-oil-level indicator
- (18) Lube-oil-fill level
- (19) All lube-oil line connections
- (20) All lube-oil lines
- (21) Fuel type and amount
- (22) All fuel-line connections
- (23) All fuel lines
- (24) Fuel filter
- (25) Coupling and shaft alignment
- (26) Voltage regulator
- (27) Battery-charger connections
- (28) All wiring connections
- (29) Instrumentation
- (30) Hazards to personnel
- (31) Base
- (32) Nameplates
- (33) Paint
- (34) Exhaust-heat recovery unit

2.7.2 Factory Tests

The following tests shall be performed on engine-generator set except where the component manufacturer's production line test is noted as acceptable. On engine-generator set tests where the engine and generator are required to be connected and operated together, the load power factor shall be 0.8. Tests specified as MIL-STD 705 may be performed in accordance with the equivalent NEMA MG 1, IEEE Std 115, or IEEE Std 112. Manufacturer's standard test instruments may be substituted for ones specified in MIL-STD 705, as approved by the COR. In the following tests where measurements are to be recorded after stabilization of an engine-generator set parameter (voltage, frequency, current, temperature, etc.), stabilization is considered to have occurred when measurements are maintained within the specified bandwidths or tolerances, for a minimum of four consecutive readings.

- a. Insulation Resistance for Stator and Exciter Test, per MIL-STD 705 method

301.1: to the performance criteria in NEMA MG 1, 22.51, minimum of 1 megohm per 1000 Volts of rated voltage for armature and field or the recommended polarization index in IEEE Std 43, whichever is more stringent. Generator manufacturer's production line test is acceptable.

b. High Potential Test, per MIL-STD 705 method 302.1: to the performance criteria in MIL-STD 705 or NEMA MG 1, 22.51 and the recommended polarization index in IEEE Std 95. Generator manufacturer's production line test is acceptable.

c. Winding Resistance Test, per IEEE Std 115. Generator manufacturer's production line test is acceptable.

d. Start-and-Stop Test. Record: the starting time; engine manufacturer's after-starting checks and inspections; readings of gauges and instruments; and the time to stop after activation of the manual emergency stop switch. The set shall operate for 5 minutes at rated voltage and frequency and no load prior to activation of the manual emergency stop switch.

e. The engine generator-set shall be operated for at least: 15 minutes at 50 percent of Service Load; 75 percent of Service Load for at least 15 minutes; 100 percent of Service Load at least 30 minutes; and 110 percent of Service Load at least 30 minutes for prime rated sets. Readings of gauges and instruments shall be checked after each load change.

f. Torsion-graphic Test, per MIL-STD 705 method 504.2: to determine that the maximum torsional stress is 5000 psi or less. The test shall be performed at a maximum frequency of 61.8 Hz. and a minimum frequency of 58.2 Hz. Alternatively the engine-generator set manufacturer may submit calculations which clearly demonstrate that the maximum torsional stress is not exceeded.

g. Overspeed Vibration Test, per MIL-STD 705 method 505.1a: to the performance criteria in NEMA MG 1, Part 22. The test shall be performed at 110 percent of rated speed for 5 minutes. The vibration shall be measured at the end bearings (front and back of engine, outboard end of generator) in the horizontal, vertical, and axial directions. Vibration amplitude and speed shall be recorded at one-minute intervals.

h. Overspeed Protective Device Test, per MIL-STD 705 method 505.2a: to the performance criteria recommended by the manufacturer. The engine overspeed alarm shall be verified.

i. Phase Sequence Rotation Test, per MIL-STD 705 method 507.1. Generator manufacturer's production line test is acceptable.

j. Phase Balance Voltage Test, per MIL-STD 705 method 508.1 or IEEE Std 112: to the performance criteria specified in paragraph GENERATOR.

k. Voltage Waveform (Oscillographic), per MIL-STD 705 method 601.1: to the performance criteria specified in paragraph GENERATOR.

l. Voltage Waveform (Harmonic Analysis) Test, per MIL-STD 705 method 601.4: to the performance criteria specified in paragraph GENERATOR. High-speed chart recording instruments capable of recording transient voltage and speed changes shall be used.

m. Current Balance on Stator Winding Test, by measuring the current on each phase of the winding with the generator operating at 100 percent of Service Load, with the load impedance equal for each of the three phases: to the performance criteria specified in paragraph GENERATOR. This test may be performed using any prime mover.

n. Voltage and Frequency Droop Test. Perform and record engine manufacturer's recommended prestarting checks and inspections. Start the engine, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period. For the following steps, verify that the output voltage and frequency return to and stabilize within the specified bandwidth values following each load change. The generator output frequency and line-line and line-neutral voltages shall be recorded following each load change.

1. With the generator operating at 0 percent load, adjust voltage and frequency to rated voltage and frequency. Record the generator output frequency and line-line and line-neutral voltages.

2. Apply and drop load equal to the Service Load three times in succession.

3. Increase load to 100 percent of Service Load in three equal steps. Adjust the load, voltage and frequency to 100 percent of Service Load and rated voltage and frequency. No further adjustments may be made to any set controls after this step.

4. Reduce the load to no load in one step.

5. Increase load to 100 percent of Service Load in three equal steps. Decrease load to 0 percent of Service Load in steps of 10 percent (operate at each step until voltage and frequency stabilization is achieved).

6. Plot frequency vs. percent of rated load. Plot voltage vs. percent of rated load.

7. Calculate the percent droop for voltage and frequency with the following equations:

Voltage Droop percentage = $((\text{No-Load Volts}) - (\text{Service-Load Volts})) / (\text{Service-Load Volts}) \times 100$

Frequency Droop percentage = $((\text{No-Load Hertz}) - (\text{Service-Load Hertz})) / (\text{Service-Load Hertz}) \times 100$

o. Frequency and Voltage Stability and Transient Response. Verify that the engine-generator set responds to addition and dropping of blocks of load in accordance with the transient response requirements. Document maximum voltage and frequency variation from bandwidth and verify that voltage and frequency return and stabilize within the specified bandwidth and within the specified response time period. Document results with high resolution, high speed strip chart recorders and express the results as detailed in MIL-STD 705 method 608.1. Data taken shall include the following:

Ambient temperature (at 15 minute intervals).

Generator output current (before and after load changes).

Generator output voltage (before and after load changes).

Frequency (before and after load changes).

Charts of momentary overshoot and undershoot (generator terminal voltage and frequency) and recovery time for each load change together with the voltage and frequency maximum and minimum trace excursions for each steady state load condition prior to and immediately following each load change.

Charts which show the generator terminal voltage and frequency transient recovery time for each step load increase and decrease.

1. Perform and record engine manufacturer's recommended prestarting checks and inspections.
2. Start the engine, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period at no load. Verify stabilization of voltage and frequency within specified bandwidths.
3. With the unit at no load, apply the Maximum Block Load Increase.
4. Decrease load to zero percent in one step.

5. Repeat steps (3) and (4).

p. Voltage Unbalance with Unbalanced Load (Line-to-Neutral) Test in accordance with MIL-STD 705 method 620.1a: to the performance criteria specified in paragraph GENERATOR. Prototype test data is acceptable in lieu of the actual test. This test may be performed using any prime mover.

PART 3 EXECUTION

3.1 ONSITE INSPECTION AND TESTS

3.1.1 Test Conditions

3.1.1.1 Data

Measurements shall be made and recorded of all parameters necessary to verify that engine-generator set meets specified parameters. If the results of any test step are not satisfactory, adjustments, replacements, or repairs shall be made and the step repeated until satisfactory results are obtained. Unless otherwise indicated, data shall be recorded in 15-minute intervals during engine-generator set operation and shall include: readings of all engine-generator set meters and gauges for electrical and power parameters; oil pressure; ambient temperature; and engine temperatures available from meters and gauges supplied as permanent equipment on the engine-generator set. Contractor shall furnish COR a detailed description of the Contractor's procedures for onsite tests including the test plan, test dates, and a listing of equipment necessary to perform the onsite tests. Test plan shall be approved by COR prior to beginning tests.

3.1.1.2 Power Factor

For all engine-generator set operating tests the load power factor shall be 0.8 at the factory and 1.0 at the installation site.

3.1.1.3 Contractor Supplied Items

The Contractor shall provide equipment and supplies required for inspections and tests including fuel, test instruments, and load banks at the specified power factors.

3.1.1.4 Instruments

Readings of panel gauges, meters, displays, and instruments provided as permanent equipment shall be verified during test runs using test instruments

of greater precision and accuracy. Test instrument accuracy shall be within the following: current plus or minus 1.5 percent, voltage plus or minus 1.5 percent, real power plus or minus 1.5 percent, reactive power plus or minus 1.5 percent, power factor plus or minus 3 percent, frequency plus or minus 0.5 percent. Test instruments shall be calibrated by a recognized standards laboratory within 30 days prior to testing.

3.1.1.5 Sequence

The sequence of testing shall be as specified in the approved testing plan unless variance is authorized by the COR. The COR shall be notified 5 days prior to testing. Field testing shall be performed in the presence of the COR and at a minimum of two technical experts from the Memphis District office. Tests may be scheduled and sequenced in order to optimize run-time periods; however, the following general order of testing shall be followed: Inspections; Pre-operational Tests; Safety Run Tests; and Performance Tests.

3.1.2 Inspections

The following inspections shall be performed jointly by the COR and the Contractor, after complete installation of each engine-generator set and its associated equipment, and prior to startup of the engine-generator set. The COR shall be notified 5 days prior to inspections. Checks applicable to the installation shall be performed. The results of those which are physical inspections (I) shall be documented by the Contractor and submitted to the COR. The Contractor shall present manufacturer's data for the inspections designated (D) at the time of inspection. Inspections shall verify that equipment type, features, accessibility, installation and condition are in accordance with the contract specification. Manufacturer's statements shall certify provision of features, which cannot be verified visually.

- | | |
|------------------------------------|-----|
| 1. Drive belts. | (I) |
| 2. Governor type and features. | (I) |
| 3. Engine timing mark. | (I) |
| 4. Starting motor. | (I) |
| 5. Starting aids. | (I) |
| 6. Coolant type and concentration. | (D) |
| 7. Radiator drains. | (I) |
| 8. Block coolant drains. | (I) |
| 9. Coolant fill level. | (I) |
| 10. Coolant line connections. | (I) |
| 11. Coolant hoses. | (I) |
| 12. Combustion air filter. | (I) |
| 13. Intake air silencer. | (I) |
| 14. Lube oil type. | (D) |

- 15. Lube oil sump drain. (I)
- 16. Lube-oil filter. (I)
- 17. Lube-oil level indicator. (I)
- 18. Lube-oil fill level. (I)
- 19. Lube-oil line connections. (I)
- 20. Lube-oil lines. (I)
- 21. Fuel type. (D)
- 22. Fuel-level. (I)
- 23. Fuel-line connections. (I)
- 24. Fuel lines. (I)
- 25. Fuel filter. (I)
- 26. Access for maintenance. (I)
- 27. Voltage regulator. (I)
- 28. Battery-charger connections. (I)
- 29. Wiring & terminations. (I)
- 30. Instrumentation. (I)
- 31. Hazards to personnel. (I)
- 32. Base. (I)
- 33. Nameplates. (I)
- 34. Paint. (I)
- 35. Exhaust-heat system. (I)
- 36. Exhaust muffler. (I)
- 37. Access provided to controls. (I)
- 38. Engine & generator mounting bolts (application). (I)

3.1.3 Pre-operational Tests

3.1.3.1 Protective Relays

Protective relays shall be visually and mechanically inspected, adjusted, tested, and calibrated in accordance with the manufacturer's published instructions. Tests shall include pick-up, timing, contact action, restraint, and other aspects necessary to ensure proper calibration and operation. Relay contacts shall be manually or electrically operated to verify that the proper breakers and alarms initiate. Relaying current transformers shall be field tested in accordance with IEEE ANSI/IEEE C57.13.1.

3.1.3.2 Insulation Test

Generator and exciter circuits insulation resistance shall be tested with an insulation tester. Stator readings shall be taken at the circuit breaker. Results of insulation resistance tests shall be recorded. Readings shall be within limits specified by the manufacturer. Mechanical operation, insulation resistance, protective relay calibration and operation, and wiring continuity of assembly shall be verified. Precautions shall be taken to preclude

damaging generator components during test.

3.1.4 Safety Run Test

- a. Perform and record engine manufacturer's recommended pre starting checks and inspections.
- b. Start the engine, record the starting time, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period.
- c. Activate the manual emergency-stop switch and record the time to stop.
- d. Remove the high and pre-high lubricating oil temperature sensing elements from the engine and temporarily install a temperature gauge in their normal locations on the engine (required for safety, not for recorded data). Where necessary provide temporary wiring harness to connect the sensing elements to their permanent electrical leads.
- e. Start the engine, record the starting time, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period. Operate the engine-generator set at no load until the output voltage and frequency stabilize. Monitor the temporarily installed temperature gauges. If either temperature reading exceeds the value required for an alarm condition, activate the manual emergency stop switch.
- f. Immerse the elements in a vessel containing controlled-temperature hot oil and record the temperature at which the pre-high alarm activates and the temperature at which the engine shuts down. Remove the temporary temperature gauges and reinstall the temperature sensors on the engine.
- g. Start the engine, record the starting time, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period. Operate the engine generator-set at no load until the output voltage and frequency stabilize.
- h. Immerse the elements in a vessel containing controlled-temperature hot oil and record the temperature at which the pre-high alarm activates and the temperature at which the engine shuts down. Remove the temporary temperature gauges and reinstall the temperature sensors on the engine.
- i. Start the engine, record the starting time, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period.

- j. Operate the engine generator-set for at least 2 hours at 75 percent of Service Load.
- k. Verify proper operation and set points of gauges and instruments.
- l. Verify proper operation of ancillary equipment.
- m. Manually adjust the governor to increase engine speed past the over speed limit. Record the RPM at which the engine shuts down.
- n. Start the engine, record the starting time, make and record engine manufacturer's after-starting checks and inspections and operate the engine generator-set for at least 15 minutes at 75 percent of Service Load.
- o. Manually adjust the governor to increase engine speed to within 2 percent of the over speed trip speed previously determined and operate at that point for 5 minutes. Manually adjust the governor to the rated frequency.
- p. Shut down the engine. Remove the time-delay low lube oil pressure alarm bypass and try to start the engine.
- q. Attach a manifold to the engine oil system that contains a shutoff valve in series with a connection for the engine's oil pressure sensor followed by an oil pressure gauge ending with a bleed valve. The engine's oil pressure sensor shall be moved from the engine to the manifold and its normal location on the engine temporarily sealed. The manifold shutoff valve shall be open and bleed valve closed.
- r. Start the engine, record the starting time, make and record engine manufacturer's after-starting checks and inspections and operate the engine generator-set for at least 15 minutes at 75 percent of Service Load.
- s. Close the manifold shutoff valve. Slowly allow the pressure in the manifold to bleed off through the bleed valve while watching the pressure gauge. Record the pressure at which the engine shuts down. Catch oil spillage from the bleed valve in a container. Add the oil from the container back to the engine, remove the manifold, and reinstall the engine's oil pressure sensor on the engine.
- t. Start the engine, record the starting time, make and record engine manufacturer's after-starting checks and inspections and operate the engine generator-set for at least 15 minutes at 100 percent of Service Load. Record the maximum sound level in each frequency band at a distance of 75 feet from the end of the exhaust piping directly along the path of discharge for horizontally discharged exhausts, or at a radius of 75 feet from the engine at

45 degrees apart in all directions for vertically discharged exhausts.

u. Manually adjust the governor to speed up the engine to a level beyond the over frequency alarm set point and record the frequency when the audible alarm sounds. Manually adjust the governor to slow down the engine to a level below the under frequency alarm set point and record the frequency when the audible alarm sounds. Return the speed to the rated value. Shut down the engine-generator set.

3.1.5 Performance Tests

In the following tests, where measurements are to be recorded after stabilization of an engine-generator set parameter (voltage, frequency, current, temperature, etc.), stabilization is considered to have occurred when measurements are maintained within the specified bandwidths or tolerances, for a minimum of four consecutive readings.

3.1.5.1 Engine Load Run Test

Test the engine-generator set and ancillary systems at service load to demonstrate durability; verify that heat of extended operation does not adversely affect or cause failure in any part of the system; and check all parts of the system. The engine load run test shall be accomplished principally during daylight hours. Data taken at 15-minute intervals shall include the following:

Electrical: Output amperes, voltage, real and reactive power, power factor, frequency.

Pressure: Lube-oil.

Temperature: Coolant.
Lube-oil.
Exhaust.
Ambient.

a. Perform and record engine manufacturer's recommended pre starting checks and inspections. Include as a minimum checking coolant fluid, fuel, and lube-oil levels.

b. Start the engine, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm up period.

c. Operate the engine generator-set for 2 hours at 75 percent of Service Load.

- d. For prime rated sets, increase load to 100 percent of Service Load and operate the engine generator-set for 2 hours. For standby rated sets, increase load to 100 percent of Service Load, operate the engine generator-set for 4 hours, and skip the next two steps.
- e. Increase load to 110 percent of Service Load and operate the engine generator-set for 2 hours.
- f. Decrease load to 100 percent of Service Load and operate the engine generator-set for 2 hours or until all temperatures have stabilized.
- g. Remove load from the engine-generator set.

3.1.5.2 Voltage and Frequency Droop Test

For the following steps, verify that the output voltage and frequency return to and stabilize within the specified bandwidth values following each load change. Record the generator output frequency and line-line and line-neutral voltages following each load change.

- a. Perform and record engine manufacturer's recommended pre starting checks and inspections. Start the engine, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period.
- b. With the generator operating at 0 percent load, adjust voltage and frequency to rated voltage and frequency.
- c. Apply and drop load equal to the Maximum Step Load Increase three times in succession.
- d. Increase load to 100 percent of Service Load in three equal steps. Adjust the load, voltage and frequency to 100 percent of Service Load and rated voltage and frequency. No further adjustments may be made to any set controls after this step.
- e. Reduce the load to no load in one step.
- f. Increase load to 100 percent of Service Load in three equal steps. Decrease load to 0 percent of Service Load in steps of 10 percent (operate at each step until voltage and frequency stabilization is achieved).
- g. Plot frequency vs. percent of rated load. Plot voltage vs. percent of rated load.

h. Calculate the percent droop for voltage and frequency with the following equations.

Voltage Droop percentage = $((\text{No-Load Volts}) - (\text{Service-Load Volts})) / (\text{Service-Load Volts}) \times 100$

Frequency Droop percentage = $((\text{No-Load Hertz}) - (\text{Service-Load Hertz})) / (\text{Service-Load Hertz}) \times 100$

3.1.5.3 Voltage Regulator Range Test

For the following steps, record the output line-line and line-neutral voltages and frequency after performing each step instruction (after stabilization of voltage and frequency).

a. Perform and record engine manufacturer's recommended pre starting checks and inspections. Start the engine, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period.

b. Apply load in three equal steps to load the engine-generator set to 100 percent of Service Load. Adjust to rated voltage and frequency. No further adjustments may be made to any set control for the remainder of this test except the control panel voltage-adjust device.

c. Remove all load.

d. While operating at 0 percent of Service Load, adjust the voltage regulator to 110 percent of rated voltage.

e. Increase load from 0 to 100 percent of Service Load.

f. Decrease load from 100 to 0 percent of Service Load.

g. While operating at 0 percent of Service Load, adjust the voltage regulator to the maximum attainable voltage or to a value just prior to actuation of the over-voltage protective device.

h. Increase load from 0 to 100 percent of Service Load.

i. Decrease load from 100 to 0 percent of Service Load.

j. While operating at 0 percent of Service Load, adjust the voltage regulator to 90 percent of rated voltage.

k. Increase load from 0 to 100 percent of Service Load.

l. Adjust the voltage regulator to the minimum attainable value or the value just prior to activation of the under voltage protection device.

m. Decrease the load to 0 percent of Service Load.

n. With the data recorded while the voltage regulator set point was at 110 percent rated voltage, calculate the percent voltage droop with the following equation.

$$\text{Voltage Droop percentage} = ((\text{No-Load Volts}) - (\text{Service-Load Volts})) / ((\text{Service-Load Volts}) \times 100)$$

o. Repeat the above calculation for the data recorded for the voltage regulator set point of 90 percent rated voltage, and for the maximum and minimum attainable voltage levels.

3.1.5.4 Governor Adjustment Range Test

For the following steps, record the output line-line and line-neutral voltages and frequency after performing each step instruction (after stabilization of voltage and frequency). Operate for approximately two minutes at each step.

a. Perform and record engine manufacturer's recommended pre starting checks and inspections. Start the engine, make and record engine manufacturer's after-starting checks and inspections during a reasonable warm-up period.

b. Make initial adjustments to the load, voltage and frequency to obtain rated values. No further adjustments may be made to any set control for the remainder of this test except the control panel frequency-adjust device.

c. While operating at rated voltage and 0 percent of Service Load, adjust the governor to 90 percent of rated frequency or just above the under frequency trip set point.

d. Increase load to 100 percent of Service Load in three equal steps.

e. Decrease load from 100 to 0 percent of Service Load. Adjust the governor control to just below the engine over speed trip set point.

f. Apply 100 percent of Service Load in three equal steps and operate for approximately two minutes at each step.

g. With the data recorded while the governor setpoint was at 90 percent rated frequency calculate the percent frequency regulation with the following

equation.

Frequency Droop percentage = ((No-Load Hertz)-(Service-Load Hertz))/(Service-Load Hertz) x 100

h. Repeat the above calculation using the data recorded with the governor control at just below the engine over speed trip set point.

3.1.6 Final Inspection

a. Remove the lube oil filter and have the oil and filter examined by the engine manufacturer for excessive metal, abrasive foreign particles, etc. Any corrective action shall be verified for effectiveness by running the engine for 8 hours at Service Load, then re-examining the oil and filter.

b. Visually inspect and check engine and generator mounting bolts for tightness and visible damage.

c. Start the engine, record the starting time, make and record all engine manufacturer's after-starting checks and inspections during a reasonable warm-up period.

d. Increase the load in steps no greater than the Maximum Step Load Increase to 100 percent of Service Load, and operate the engine-generator set for at least 30 minutes.

e. Measure the vibration at the end bearings (front and back of engine, outboard end of generator) in the horizontal, vertical, and axial directions. Verify that the vibration is within the same range as previous measurements and is within the required range.

f. Remove load and shut down the engine-generator set after the recommended cool down period.

3.2 SERVICE MANUALS

Four (4) copies of service manual(s) shall be furnished to the COR when the equipment is shipped. The service manual(s) shall be the manufacturer's shop manual(s) prepared specifically for the equipment model(s) furnished under this contract. The service manual(s) shall contain complete information explaining in detail the manufacturer's recommended procedure for disassembly, repair, maintenance and reassembly (including specifications) of the equipment.

-- End of Section --

DIVISION 16 - ELECTRICAL

SECTION 16403

MOTOR CONTROL CENTERS, SWITCHBOARDS, AND PANELBOARDS

TABLE OF CONTENTS

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 SYSTEM DESCRIPTION
 - 1.2.1 Rules
 - 1.2.2 Coordination
 - 1.2.3 Standard Products
 - 1.2.4 Nameplates
- 1.3 SUBMITTALS
- 1.4 DELIVERY, STORAGE, AND HANDLING
- 1.5 MAINTENANCE
 - 1.5.1 Accessories and Tools
 - 1.5.2 Spare Parts

PART 2 PRODUCTS

- 2.1 CONNECTIONS
- 2.2 MOLDED CASE CIRCUIT BREAKERS
 - 2.2.1 Trip Units
 - 2.2.2 480-Volt AC Circuits
 - 2.2.3 120/240-Volt AC Circuits
 - 2.2.4 125-Volt DC Circuits
- 2.3 WIRING
- 2.4 TERMINAL BLOCKS
 - 2.4.1 Types of Terminal blocks
 - 2.4.1.1 Short Circuiting Type
 - 2.4.1.2 Load Type
 - 2.4.2 Marking Strips
- 2.5 SPACE HEATERS
- 2.6 MOTOR CONTROL CENTERS
 - 2.6.1 Enclosures
 - 2.6.1.1 Unit Compartments
 - 2.6.1.2 Motor Control Center Doors and Covers
 - 2.6.1.3 Horizontal Wireways
 - 2.6.1.4 Vertical Wireways
 - 2.6.1.5 Sills
 - 2.6.1.6 Not Used
 - 2.6.1.7 Shutters
 - 2.6.1.8 Thermostatically Controlled Strip Heaters
 - 2.6.2 Buses
 - 2.6.2.1 Horizontal Bus
 - 2.6.2.2 Vertical Bus
 - 2.6.2.3 Ground Bus
 - 2.6.2.4 Not Used
 - 2.6.3 Combination Starters
 - 2.6.3.1 Magnetic Contactors
 - 2.6.3.2 Reduced Voltage Starters
 - 2.6.3.3 Auxiliary Contacts

- 2.6.3.4 Overload Relays
- 2.6.3.5 Individual Control transformers
- 2.6.3.6 Not Used
- 2.6.3.7 Control Circuit Disconnects
- 2.6.4 Molded Case Circuit Breakers in Unit Compartments
- 2.6.5 Panelboards for Motor Control Centers
- 2.6.6 Distribution Transformers
- 2.6.7 Not Used
- 2.6.8 Wiring for Motor Control Centers
 - 2.6.8.1 Contractor's Wiring
 - 2.6.8.2 External Connections
 - 2.6.8.3 Terminal Blocks
- 2.6.9 Not Used
- 2.6.10 Accessories and Control Devices
 - 2.6.10.1 Control Stations
 - 2.6.10.2 LED Indicating lights
 - 2.6.10.3 Control Relays
 - 2.6.10.4 Timing Relays
 - 2.6.10.5 Alternators
 - 2.6.10.6 Elapsed-Time Meters
- 2.6.11 Feeder Tap units
- 2.6.12 Metering Section
 - 2.6.12.1 Instrument Transformers
 - 2.6.12.2 Ammeters
 - 2.6.12.3 Voltmeters
 - 2.6.12.4 Watthour Meters
 - 2.6.12.5 Switches
- 2.6.13 Not Used
- 2.6.14 Not Used
- 2.7 Not Used
- 2.8 PANELBOARDS
 - 2.8.1 Enclosures
 - 2.8.2 Buses
 - 2.8.3 Components
- 2.9 PAINTING
- 2.10 FACTORY TESTS
 - 2.10.1 Motor Control Center Tests
 - 2.10.1.1 Dielectric tests
 - 2.10.1.2 Operational tests
 - 2.10.1.3 Short Circuit Tests
 - 2.10.2 Not Used
 - 2.10.3 Panelboards Test

PART 3 EXECUTION

- 3.1 INSTALLATION
- 3.2 GROUNDING
 - 3.2.1 Equipments Grounding
 - 3.2.2 Connections
 - 3.2.3 Grounding and Bonding Equipment
- 3.3 INSTALLATION OF EQUIPMENT AND ASSEMBLIES
 - 3.3.1 Not Used
 - 3.3.2 Meters and Instrument Transformers
 - 3.3.3 Galvanizing Repair
- 3.4 FOUNDATION FOR EQUIPMENT AND ASSEMBLIES
 - 3.4.1 Interior Location
- 3.5 FIELD QUALITY CONTROL

- 3.5.1 Performance of Acceptance Checks and Tests
 - 3.5.1.1 Not Used
 - 3.5.1.2 Circuit Breakers - Low Voltage - Power
 - 3.5.1.3 Circuit Breakers
 - 3.5.1.4 Current Transformers
 - 3.5.1.5 Metering and Instrumentation
- 3.5.2 Follow-Up Verification

SECTION 16403

MOTOR CONTROL CENTERS, SWITCHBOARDS AND PANELBOARDS

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 B 187 (1994) Copper Bar, Bus Bar, Rod and Shapes

ASME INTERNATIONAL (ASME)

ASME B1.1 (1989) Unified Inch Screw Threads (UN and UNR Thread Form)

ASME B1.20.1 (1983; R 1992) Pipe Threads, General Purpose (Inch)

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C12.1 (1988) Code for Electricity Metering

IEEE C12.4 (1984; R 1990) Mechanical Demand Registers

IEEE C12.10 (1987) Electromechanical Watthour Meters

IEEE C12.11 (1987) Instrument Transformers for Revenue Metering, 10 kV BIL Through 350 kV (0.6 kV NSV Through 69 kV NSV)

IEEE C57.13 (1993) Instrument Transformers

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1 (1993) Molded Case Circuit Breakers and Molded Case Switches

NEMA ICS 1 (1993) Industrial Control and Systems

NEMA ICS 2 (1993) Industrial Control Devices, Controllers and Assemblies

NEMA ICS 4 (1993) Industrial Control and Systems Terminal Blocks

NEMA ICS 6 (1993) Industrial Control and Systems Enclosures

NEMA PB 1 (1990) Panelboards

NEMA PB 2	(1989) Deadfront Distribution Switchboards
NEMA ST 1	(1988) Specialty Transformers (Except General Purpose Type)
NEMA ST 20	(1992) Dry-Type Transformers for General Applications

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2002) National Electrical Code
---------	---------------------------------

UNDERWRITERS LABORATORIES (UL)

UL 44	(1991; Rev thru Jan 1995) Rubber- Insulated Wires and Cables
UL 50	(1992) Enclosures for Electrical Equipment
UL 67	(1993; Rev thru May 1994) Panelboards
UL 489	(1991; Rev thru Dec 1994) Molded Case Circuit Breakers and Circuit Breaker Enclosures
UL 845	(1995) Motor Control Centers
UL 891	(1994; Rev thru Jan 1995) Dead-Front Switchboards
UL 1063	(1993; Rev thru Oct 1994) Machine-Tool Wires and Cables

1.2 SYSTEM DESCRIPTION

These specifications include the design, fabrication, assembly, wiring, testing, and delivery of the items of equipment and accessories and spare parts listed in the Schedule and shown on the drawings.

1.2.1 Rules

The equipment shall conform to the requirements of NFPA 70 unless more stringent requirements are indicated herein or shown. NEMA rated and UL listed equipment has been specified when available. Equipment must meet NEMA and UL construction and rating requirements as specified. No equivalent will be acceptable. The Contractor shall immediately notify the Contracting Officer of any requirements of the specifications or Contractor proposed materials or assemblies that do not comply with UL or NEMA. International Electrotechnical Commission (IEC) rated equipment will not be considered an acceptable alternative to specified NEMA ratings.

1.2.2 Coordination

The general arrangement of the motor control centers, switchboards and panelboards is shown on the contract drawings. Any modifications of the equipment arrangement or device requirements as shown on the drawings shall be subject to the approval of the Contracting Officer. If any conflicts

occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. All equipment shall be completely assembled at the factory. The motor control centers and switchboards may be disassembled into sections, if necessary, for convenience of handling, shipping, and installation.

1.2.3 Standard Products

Material and equipment shall be standard products of a manufacturer regularly engaged in their manufacture and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. All materials shall conform to the requirements of these specifications. Materials shall be of high quality, free from defects and imperfections, of recent manufacture, and of the classification and grades designated. All materials, supplies, and articles not manufactured by the Contractor shall be the products of other recognized reputable manufacturers. If the Contractor desires for any reason to deviate from the standards designated in these specifications, he shall, after award, submit a statement of the exact nature of the deviation, and shall submit, for the approval of the Contracting Officer, complete specifications for the materials which he proposes to use.

1.2.4 Nameplates

Nameplates shall be made of laminated sheet plastic or of anodized aluminum approximately 4 millimeters (1/8 inch) thick, engraved to provide white letters on a black background. The nameplates shall be fastened to the panels in proper positions with anodized round-head screws. Lettering shall be minimum 15 millimeters (1/2 inch) high. Nameplate designations shall be in accordance with lists on the drawings, and as a minimum shall be provided for the following equipment:

- a. Motor Control Centers
- b. Individual items of equipment mounted in the Motor Control Centers
- c. Switchboards
- d. Individually-mounted circuit breakers and/or fused switches in Switchboard
- e. Group-mounted circuit breakers in Switchboard
- f. Panelboards
- g. Individually-mounted circuit breakers in Panelboard

Equipment of the withdrawal type shall be provided with nameplates mounted on the removable equipment in locations visible when the equipment is in place.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals not having a "GA" designation are for information only (FIO). When used, a designation following the "GA" designation identifies the

office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Drawings; GA,
Shop Drawings; GA,

The Contractor shall, within thirty (30) calendar days after date of award, submit for the approval of the Contracting Officer six (6) copies of outline drawings of all equipment to be furnished under this contract, together with weights and overall dimensions. Drawings shall show the general arrangement and overall dimensions of the motor control centers, switchboards, and panelboards. These drawings shall show space requirements, details of any floor supports to be embedded in concrete and provisions for conduits for external cables.

Motor Control Centers; GA,

The Contractor shall, within thirty (30) calendar days after date of award, submit for the approval of the Contracting Officer six (6) copies of electrical equipment drawings. The NEMA Class II motor control center drawings shall include a connection diagram with wire designations and schematic diagrams to illustrate operation of associated motor unit controls. An individual wiring diagram for each motor control center shall be submitted. Wiring diagrams shall be in a form showing physical arrangement of the control center with interconnecting wiring shown by lines or by terminal designations (wireless). A single-line diagram, equipment list and nameplate schedule shall be provided for each motor control center.

Switchboards; GA,
Panelboards; GA,

The Contractor shall, within thirty (30) calendar days after date of award, submit for the approval of the Contracting Officer six (6) copies of electrical equipment drawings. A single-line diagram, equipment list and nameplate schedule shall be provided for each switchboard and panelboard.

SD-03 Product Data

Equipment; GA,

The Contractor shall within thirty (30) calendar days after date of award, submit for approval six (6) copies of such descriptive cuts and information as are required to demonstrate fully that all parts of the equipment will conform to the requirements and intent of the specifications. Data shall include descriptive data showing typical construction of the types of equipment proposed, including the manufacturer's name, type of molded case circuit breakers or motor circuit protectors, performance capacities and other information pertaining to the equipment. Six (6) sets of characteristic curves of the individual breaker trip element shall be submitted.

Factory Tests; FIO,

The Contractor shall submit, within a minimum of fourteen (14) days prior to the proposed date of tests, six (6) copies of manufacturer's routine factory test procedures and production line tests for all motor control centers and switchboards.

SD-06 Test Reports**Factory Tests; FIO,**

The Contractor shall submit six (6) complete reproducible copies of the factory inspection results and six (6) complete reproducible copies of the factory test results in booklet form, including all plotted data curves, all test conditions, a listing of test equipment complete with calibration certifications, and all measurements taken. Report shall be signed and dated by the Contractor's and Contracting Officer's Representatives.

SD-07 Certificates**Motor Control Centers; FIO,**

The contractor shall submit certification of factory test reports. Certification shall be signed by official authorized to certify on behalf of the manufacturer, attesting that the motor control center meets the specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

1.4 DELIVERY, STORAGE, AND HANDLING

The equipment shall be shipped as completely assembled and wired as feasible so as to require a minimum of installation work. Each shipping section shall be properly match marked to facilitate reassembly, and shall be provided with removable lifting channels with eye bolts for attachment of crane slings to facilitate lifting and handling. Any relay or other device which cannot withstand the hazards of shipment when mounted in place on the equipment shall be carefully packed and shipped separately. These devices shall be marked with the number of the panel which they are to be mounted on and fully identified. All finished painted surfaces and metal work shall be wrapped suitably or otherwise protected from damage during shipment. All parts shall be prepared for shipment so that slings for handling may be attached readily while the parts are in a railway car or transport truck. Sections of **equipment** crated for shipment shall be of such size, including crates, that they will pass through a 3.5-meter (11.5 feet) by 3.5-meter (11.5 feet) hatch opening. All spare parts and accessories shall be carefully packaged and clearly marked.

1.5 MAINTENANCE

1.5.1 Accessories and Tools

A complete set of accessories and special tools unique to equipment provided and required for erecting, handling, dismantling, testing and maintaining the apparatus shall be furnished by the Contractor.

1.5.2 Spare Parts

Spare parts shall be furnished as specified below. All spare parts shall be of the same material and workmanship, shall meet the same requirements, and shall be interchangeable with the corresponding original parts furnished.

- a. 10 - Fuses of each type and size.
- b. 1 - Circuit breaker auxiliary switch.
- c. 2 - Operating coils for each size ac contactor.
- d. 1 - Operating coil for each size dc contactor.
- e. 2 - Complete sets of 3-pole stationary and moving contact assemblies for each size ac contactor.
- f. 1 - Complete set of 2-pole stationary and moving contact assemblies for each size dc contactor.
- g. 3 - Contactor overload relays of each type and rating, each relay with a complete set of contact blocks.
- h. 1 - spare set of heater elements for each heater rating provided.
- i. 2 - Indicating lamp assemblies of each type.
- j. 1 - Control relay of each type and rating.
- k. 1 - Contactor auxiliary contact of each type.
- l. 4 - One quart containers of finish paint for indoor equipment.
- m. 4 - Keys for motor control center door lock.

PART 2 PRODUCTS

2.1 CONNECTIONS

All bolts, studs, machine screws, nuts, and tapped holes shall be in accordance with ASME B1.1. The sizes and threads of all conduit and fittings, tubing and fittings, and connecting equipment shall be in accordance with ASME B1.20.1. All ferrous fasteners shall have rust-resistant finish and all bolts and screws shall be equipped with approved locking devices. Manufacturer's standard threads and construction may be used on small items which, in the opinion of the Contracting Officer, are integrally replaceable, except that threads for external connections to these items shall meet the above requirements.

2.2 MOLDED CASE CIRCUIT BREAKERS

Molded case circuit breakers shall conform to the applicable requirements of NEMA AB 1 and UL 489. The circuit breakers shall be manually-operated, shall be quick-make, quick-break, common trip type, and shall be of automatic-trip type unless otherwise specified or indicated on the drawings. All poles of each breaker shall be operated simultaneously by means of a common handle. The operating handles shall clearly indicate whether the breakers are in "On," "Off," or "Tripped" position and shall have provisions for padlocking in the "Off" position. Personnel safety line terminal shields shall be provided for each breaker. The circuit breakers shall be products of only one manufacturer, and shall be interchangeable when of the same frame size.

2.2.1 Trip Units

Except as otherwise noted, the circuit breakers, of frame sizes and the trip unit ratings as shown on the drawings, shall be provided with combination thermal and instantaneous magnetic or solid state trip units. The Government reserves the right to change the indicated trip ratings, within frame limits, of the trip devices at the time the shop drawings are submitted for approval. The breaker trip units shall be interchangeable and the instantaneous magnetic trip units shall be adjustable on frame sizes larger than 150 amperes. Nonadjustable instantaneous magnetic trip units shall be set at approximately 10 times the continuous current ratings of the circuit breakers. Solid state trip units, where indicated, shall also have adjustable long time pick-up and delay, short time pick-up and delay, and ground fault pick-up and delay.

2.2.2 480-Volt AC Circuits

Circuit breakers for 480-volt or 277/480-volt ac circuits shall be rated 600 volts ac, and shall have an UL listed minimum interrupting capacity of fourteen thousand (14,000) symmetrical amperes at 600 volts ac.

2.2.3 120/240-Volt AC Circuits

Circuit breakers for 120-volt ac circuits shall be rated not less than 120/240 or 240 volts ac, and shall have a UL listed minimum interrupting capacity of ten thousand (10,000) symmetrical amperes.

2.2.4 125-Volt DC Circuits

Circuit breakers for 125-volt dc circuits shall be two-pole rated 125/250 or 250 volts dc, and shall have an UL listed minimum interrupting capacity of ten thousand (10,000) amperes dc.

2.3 WIRING

All control wire shall be stranded tinned copper switchboard wire with 600-volt flame-retardant insulation Type SIS meeting UL 44 or Type MTW meeting UL 1063, and shall pass the VW-1 flame tests included in those standards. Hinge wire shall have Class K stranding. Current transformer secondary leads shall be not smaller than No. 10 AWG. The minimum size of control wire shall be No. 14 AWG. Power wiring for 480-volt circuits and below shall be of the same type as control wiring and the minimum size shall be No. 12 AWG. Special attention shall be given to wiring and terminal

arrangement on the terminal blocks to permit the individual conductors of each external cable to be terminated on adjacent terminal points.

2.4 TERMINAL BLOCKS

Control circuit terminal blocks for control wiring shall be molded or fabricated type with barriers, rated not less than 600 volts. The terminals shall be removable binding, fillister or washer head screw type, or of the stud type with contact and locking nuts. The terminals shall be not less than No. 10 in size and shall have sufficient length and space for connecting at least two indented terminals for 10 AWG conductors to each terminal. The terminal arrangement shall be subject to the approval of the Contracting Officer and not less than four (4) spare terminals or 10 percent, whichever is greater, shall be provided on each block or group of blocks. Modular, pull apart, terminal blocks will be acceptable provided they are of the channel or rail-mounted type. The Contractor shall submit data showing that the proposed alternate will accommodate the specified number of wires, are of adequate current-carrying capacity, and are constructed to assure positive contact between current-carrying parts.

2.4.1 Types of Terminal Blocks

2.4.1.1 Short-Circuiting Type

Short-circuiting type terminal blocks shall be furnished for all current transformer secondary leads and shall have provision for shorting together all leads from each current transformer without first opening any circuit. Terminal blocks shall meet the requirements of paragraph TERMINAL BLOCKS above.

2.4.1.2 Load Type

Load terminal blocks rated not less than 600 volts and of adequate capacity shall be provided for the conductors for NEMA Size 3 and smaller motor controllers and for other power circuits except those for feeder tap units. The terminals shall be of either the stud type with contact nuts and locking nuts or of the removable screw type, having length and space for at least two indented terminals of the size required on the conductors to be terminated. For conductors rated more than 50 amperes, screws shall have hexagonal heads. Conducting parts between connected terminals shall have adequate contact surface and cross-section to operate without overheating. Each connected terminal shall have the circuit designation or wire number placed on or near the terminal in permanent contrasting color.

2.4.2 Marking Strips

White or other light-colored plastic marking strips, fastened by screws to each terminal block, shall be provided for wire designations. The wire numbers shall be made with permanent ink. The marking strips shall be reversible to permit marking both sides, or two marking strips shall be furnished with each block. Marking strips shall accommodate the two sets of wire numbers. Each device to which a connection is made shall be assigned a device designation in accordance with NEMA ICS 1 and each device terminal to which a connection is made shall be marked with a distinct terminal marking corresponding to the wire designation used on the Contractor's schematic and connection diagrams. The wire (terminal point) designations used on the Contractor's wiring diagrams and printed on terminal block marking strips

may be according to the Contractor's standard practice; however, additional wire and cable designations for identification of remote (external) circuits shall be provided for the Government's wire designations. Prints of drawings submitted for approval will be so marked and returned to the Contractor for addition of the designations to the terminal strips and tracings, along with any rearrangement of points required.

2.5 SPACE HEATERS

A space heaters shall be provided for each vertical section of each motor control center and shall be controlled using an adjustable 10 to 35 degree C (50 to 90 degree F) thermostat, magnetic contactor, and a molded-case circuit breaker and a 480-120 volt single-phase transformer. The space heaters shall be 250-watt, 240 volt strip elements operated at 120 volts and shall be supplied from the motor control center bus. The contactors shall be open type, electrically-held, rated 30 amperes, 2-pole, with 120-volt ac coils.

2.6 MOTOR CONTROL CENTERS

Each motor control center shall be designed for operation on 480-volts ac, 3-phase, 60-Hz system, and the equipment shall conform to all the applicable requirements of NEMA ICS 1, NEMA ICS 2, NEMA ICS 4 and NEMA ICS 6. Vertical sections and individual units shall be listed and labeled under UL 845 where ever possible. In lieu of the UL listing, certification from any nationally recognized, adequately equipped, testing agency that the individual units and vertical sections have been tested and conform to the UL requirements of that agency will be acceptable when approved by the Contracting Officer. The motor control center shall be NEMA Class II, Type C, motor control centers in accordance with NEMA ICS 2.

2.6.1 Enclosures

Each motor control center shall consist of the required number of vertical sections of 2250 millimeters (90 inches) nominal height, bolted together, with steel channel sills and suitable for mounting to the floor. Vertical section shall have width and depth as indicated on drawings and buses, control wiring, control transformers, small power transformers, terminal blocks, line terminals, cable supports, and clamps shall be accessible from the front. Enclosure shall be NEMA Type 1 gasketed. The control centers shall be fabricated from smooth select steel sheets shaped and reinforced to form rigid free-standing structures. Metal thickness for enclosures shall be not less than specified in NEMA ICS 6 without exception. Vertical edges of sections exposed to view shall be so fabricated and bolted that the joints will not pass a 1.6 millimeter (1/16 inch) gage. Each structure shall be designed for addition of future sections required. Individual compartments shall be isolated from adjacent compartments.

2.6.1.1 Unit Compartments

Each operating unit shall contain equipment as shown on the drawings, mounted in an individual cell. The unit assembly, except main circuit breakers, panelboards and auxiliary control devices, can be drawout type removed from the front, without rear access or disturbing other units in the control center assembly. All drawout type unit assemblies shall have positive guide rail system to ensure alignment of connection to vertical bus. Units shall be mechanically interlocked with the door to prevent

removal while in the energized position. Each removable unit shall have provision for padlocking in a position in which it is disconnected from the vertical bus although not removed from the stationary structure. All ventilating openings shall be provided with corrosion-resistant insect-proof screens on the inside. Bus closing plugs shall be provided for all unused openings in vertical bus barriers.

2.6.1.2 Motor Control Center Doors and Covers

Each unit compartment, including blank compartments for future use, shall be provided with either a flange-formed or a rolled-edge door. Each door shall be mounted on fully-concealed or continuous full-length piano-type hinges and shall be provided with positive fasteners. Door sag shall be prevented by proper alignment of hinges made of sufficiently strong material. The door fastenings shall be so interlocked to prevent opening when the equipment is energized. The external operating handle shall clearly indicate whether the equipment is in an "On", "Off" or "Tripped" position.

2.6.1.3 Horizontal Wireways

Structure shall have a minimum 300 millimeters (12 inches) high wireway at the top and a 150 millimeters (6 inches) minimum wireway at the bottom. Both horizontal wireways shall run the length of the structure. A master terminal block compartment with full length wireway space shall be provided at the where indicated in all Type C assemblies. Cover plates shall be provided on the side of the assembly to permit extension of the horizontal bus and wireway when vertical sections are added.

2.6.1.4 Vertical Wireways

Vertical wireways shall be provided in all vertical sections accepting multiple plug-in components. Vertical wireways shall connect with horizontal wireways at the top and bottom and be a minimum 100 millimeters (4 inches) wide. Barriers shall be provided in sections containing both ac and dc vertical buses. Doors shall be provided on each vertical wireway. The exposed surface of any door shall not deviate more than 1.6 millimeters (1/16-inch) from a true plane.

2.6.1.5 Sills

Channel iron foundations, complete with bolts and drilled holes for grouting and anchoring to the floor, shall be furnished for the complete length (front and rear) of each motor control center assembly. The channels shall be designed for flat mounting and maximum channel depth shall be 60 millimeters (2-1/2 inches). Additional channel or substantial metal trim shall be provided flush with the end panels to completely enclose the bases across the ends of the equipment assemblies.

2.6.1.6 Not Used

2.6.1.7 Shutters

Drawout units shall have shutters which close when the unit is withdrawn to isolate the vertical bus.

2.6.1.8 Thermostatically Controlled Strip Heaters

Thermostatically controlled strip heaters as specified in paragraph SPACE HEATERS shall be provided in all motor control centers.

2.6.2 Buses

All buses shall be of silver plated copper and all bolted splices and connections between buses and for extensions or taps for equipment shall be silver-plated. Copper bars and shapes for bus conductors shall conform to the applicable requirements of [ASTM B 187](#). All splices for field assembly shall be bolted with at least two bolts and shall employ the use of "Belleville" washers in the connection. The bus ratings shall be based on a 65 degree Celsius maximum temperature rise in accordance with [UL 845](#) requirements. Bus shall have a short-circuit current rating of not less than 65,000 RMS symmetrical amperes. All bus work shall be supported on wet process porcelain insulators, glass polyester, or suitable molded material.

2.6.2.1 Horizontal Bus

Each control center assembly shall be provided with a three-phase main horizontal bus, with a continuous current rating not less than 600 amperes, located across the top of each vertical section. The ends of horizontal buses shall be drilled for future extensions. The main horizontal bus shall be fully insulated.

2.6.2.2 Vertical Bus

Each vertical section shall be provided with a three-phase vertical bus with a continuous current rating of 600 amperes connected to the horizontal bus by brazing, welding, or bolting. Where the incoming feeder breakers are located at the bottom of a control center, the vertical bus in that section shall be rated the same as the main horizontal bus. Vertical buses shall extend from the horizontal bus to the bottom of the lowest available unit mounting space. The vertical bus shall be isolated from wireways and equipment in compartments.

2.6.2.3 Ground Bus

A copper ground bus shall be provided full width at the bottom of the motor control center line-up. A full clamp-type solderless copper or copper alloy lug for No. 2/0 AWG stranded copper cable shall be provided at each end of the bus for connection to the station grounding system.

2.6.2.4 Not Used

2.6.3 Combination Starters

Combination motor controller units shall contain molded-case circuit breakers or fusible disconnect switches, as indicated on drawings, auxiliary and pilot devices and a magnetic contactor with thermal overload relays and reduced voltage starter where indicated on the drawings. The ratings of motor circuit protectors, air circuit breakers, contactors, motor controllers and other devices shall be as shown on the drawings. All combination motor controller units shall have short circuit ratings equal to 14,000 amperes or greater. Where control push-buttons, indicating lamps, "Hand-Off-Automatic" switches, and similar control devices are associated

with a unit, they shall be mounted on the unit compartment door. Door-mounted components shall not interfere with access within the compartments. Molded case circuit breakers for use in combination starters shall meet the requirements of paragraph MOLDED CASE CIRCUIT BREAKERS. Motor circuit protectors shall be only part of the combination starters as required by NFPA 70 and shall conform to all requirements of paragraph MOLDED CASE CIRCUIT BREAKERS, except that trip units shall have provision for locking the selected trip setting.

2.6.3.1 Magnetic Contactors

The rating, performance and service characteristics shall conform to the requirements of NEMA ICS 2 for contactors with continuous current ratings for the duty indicated. Contactors for motor control shall be rated for full-voltage starting (Class A controllers). Contactors shall be suitable for at least 200,000 complete operations under rated load without more than routine maintenance. The interruption arc and flame shall be minimized by suitable arc chutes or other means so that no damage will be done to other portions of the device. The arc chutes, if provided, shall be easily removable without removing or dismantling other parts. The contacts shall be easily removable. All current-carrying contact surfaces shall be silver-surfaced or of other approved material to prevent the formation of high resistance oxides. The contactor shall operate without chatter or perceptible hum while energized. Coils shall be suitable for continuous operation 120-volt ac circuits. Alternating-current contactors shall be three-pole, except where otherwise noted, and shall be insulated for 600 volts ac and of the electrically-operated, magnetically-held type. Direct-current contactors shall be two-pole, suitable for controlling circuits operating at 125 volts dc, insulated for 250 volts dc, electrically-operated, magnetically-held type and adequate for full-voltage motor starting service.

2.6.3.2 Reduced Voltage Starters

Solid State soft-start starters shall be three phase SCR controlled for stepless reduced voltage starting of induction motors. Current transformers shall provide feedback signal to regulate torque during start up and to prevent overload conditions while motor is running. Starter shall have starting current of 300 percent of full load amps for thirty seconds, bypass/isolation contactor, and three phase thermal overload relay.

2.6.3.3 Auxiliary Contacts

Each controller shall be provided with a minimum of three auxiliary contacts which can be easily changed from normally open to normally closed.

2.6.3.4 Overload Relays

Except as otherwise indicated, each controller shall be provided three NEMA Class 20 thermal overload relays with external manual reset. Prior to shipment of the control centers, the Contracting Officer will furnish the ratings of the heater elements to be installed in the relays by the Contractor.

2.6.3.5 Individual Control Transformers

Where 120 volt ac control of contactors is indicated or required, individual control transformer shall be provided on the line side of the unit disconnect. The control transformers shall be rated 480-120 volts and shall conform to the requirements for control transformers in NEMA ST 1. Control transformers shall have adequate volt-ampere capacity for the control functions indicated. Transformers shall be installed without primary fuses. Except as otherwise indicated on the drawings, each control transformer shall be provided with a fuse in one secondary lead and shall have the other secondary lead grounded.

2.6.3.6 Not Used

2.6.3.7 Control Circuit Disconnects

Control circuit power shall disconnect when the unit compartment is opened.

2.6.4 Molded Case Circuit Breakers in Unit Compartments

Molded case circuit breakers for installation in unit compartments shall meet the requirements of paragraph MOLDED CASE CIRCUIT BREAKERS.

2.6.5 Panelboards for Motor Control Centers

Panelboards shall meet the requirements of paragraph PANELBOARDS.

2.6.6 Distribution Transformers

Dry type transformers for power and lighting loads shall be furnished with voltage and kVA ratings as indicated on the drawings. The transformers shall conform to the requirements for general-purpose transformers in NEMA ST 20. Each transformer shall be protected on the primary side with a molded case circuit breaker or fusible disconnect.

2.6.7 Not Used

2.6.8 Wiring for Motor Control Centers

All wiring shall meet the requirements of paragraph WIRING above. Heavy-duty clamp type terminals shall be provided by the Contractor for terminating all power cables entering the control centers.

2.6.8.1 Contractor's Wiring

The Contractor's wiring shall be formed into groups, suitably bound together, properly supported and run straight horizontally or vertically. There shall be no splices in the wiring. The manufacturer's standard pressure-type wire terminations for connections to internal devices will be acceptable. Terminal blocks shall be added for wiring to devices having leads instead of terminals. Ring tongue indented terminals shall be used on all wires terminated on control terminal blocks for external or interpanel connections and at shipping splits. All stud terminals shall have contact nuts and either locking nuts or lockwashers.

2.6.8.2 External Connections

Power and control cables will enter the control centers where shown on the drawings. Where power and control entry points are not shown, and terminal blocks are not given on the drawings, the Government will furnish this information to the Contractor after award of contract.

2.6.8.3 Terminal Blocks

Terminal blocks shall meet the requirements of paragraph TERMINAL BLOCKS. Special attention shall be given to wiring and terminal arrangement on the terminal blocks to permit the individual conductors of each external cable to be terminated on adjacent terminal points.

2.6.9 Not Used

2.6.10 Accessories and Control Devices

Control accessories shall be provided, and shall be suitable for mounting on the front of, or inside, the control centers. Control accessories shall meet the applicable requirements of NEMA ICS 2. Relays and other equipment shall be so mounted that mechanical vibration will not cause false operation.

2.6.10.1 Control Stations

Push-button stations and selector switches shall conform to NEMA ICS 2, shall be of the heavy-duty, oil-tight type, rated 600 volts ac, and have a contact rating designation of A600. Switches shall be provided with escutcheon plates clearly marked to show operating positions.

2.6.10.2 LED Indicating Lights

Red and green LED's shall be furnished for all motor starters, indicating contact "open" and "closed" position. The LED's shall be accessible and replaceable from the front of the control center through a finished opening in the compartment door. The LED assemblies shall be of the heavy duty oiltight, watertight, and dusttight type. "Red" shall indicate "Closed" while "Open" shall be represented by "green".

2.6.10.3 Control Relays

Control relays shall be of the electrically operated, magnetically held, self-reset, open type, suitable for mounting inside the starter compartments, and shall be 120-volt ac. Contacts have a contact rating designation of A600 or N600, as required, in accordance with NEMA ICS 2.

2.6.10.4 Timing Relays

Timers shall be electronic type. They shall be suitable for mounting inside the control center and shall be rated 120 volts ac, 60 Hz. Instantaneous and time delay contacts shall have a contact rating designation of A600 or N600, as required, in accordance with NEMA ICS 2. Means shall be provided for manual adjustment over a range as indicated on the drawings.

2.6.10.5 Alternators

Alternators 120-volt, 60 Hz, single-phase, open type, suitable for mounting inside of control center as indicated. Alternators shall automatically cycle two motor starters in such a manner that No. 1 will lead and No. 2 will lag during the first cycle, and during the second cycle No. 2 will lead and No. 1 will lag, and the third cycle will repeat the first cycle. The duration of a cycle will be determined by an adjustable time delay. Contacts shall have a minimum contact rating designation of A600 or N600, as required, in accordance with [NEMA ICS 2](#).

2.6.10.6 Elapsed-Time Meters

Hour-indicating time meters shall have 6- digit registers with counter numbers at least 7 millimeters (1/4 inch) high. White numbers on black backgrounds shall provide hour indication with the last digit in contrasting colors to indicate tenths of an hour. The enclosure shall be 90 millimeters (3-1/2 inches) square and dust resistant. Operating voltage shall be 120 volts ac. They shall be of the nonreset type.

2.6.11 Feeder Tap Units

Feeder tap units shall be provided as indicated on the drawings.

2.6.12 Metering Section

Metering section shall be provided with instruments as indicated on the drawings.

2.6.12.1 Instrument Transformers

All transformers used for metering shall meet the requirements of [IEEE C12.11](#) and [IEEE C57.13](#). Voltage transformers shall be protected with removable primary and secondary fuses. Fuses shall be installed in each ungrounded lead and located adjacent to the transformers in an easily accessible place. If cable connections to current transformer primary are required, terminals of an approved solderless type and proper size shall be furnished. If current transformers are connected to buses, proper connections shall be furnished, complete with bolts, nuts, washers and other accessories.

2.6.12.2 Ammeters

Switchboard type ammeter shall be provided. Ammeter, range 0 to 600 amperes, complete with selector switch having off position and positions to read each phase current. Meters shall be long scale 175 millimeters (6.8 inches), semiflush rectangular, indicating type mounted at eye level.

2.6.12.3 Voltmeters

Switchboard type voltmeter shall be provided. Voltmeter, range 0 to 600 volts, complete with selector switch having off position and positions to read each phase to phase voltage. Meters shall be long scale 175 millimeters (6.8 inches), semiflush rectangular, indicating type mounted at eye level.

2.6.12.4 Watthour Meters

Watthour meters shall conform to IEEE C12.1 and IEEE C12.10, except numbered terminal wiring sequence and case size may be the manufacturer's standard. Watthour meters shall be of the drawout switchboard type having a 15-minute, cumulative form, demand register meeting IEEE C12.4 and provided with not less than two and one-half stators. Watthour demand meters shall have factory installed electronic pulse initiators meeting the requirements of IEEE C12.1.

2.6.12.5 Switches

All metering switches shall be of the rotary switchboard type with handles on the front and operating contact mechanisms on the rear of the panels. Control switches shall be suitable for operation on 600-volt AC or 250-volt DC circuits. All such switches shall be capable of satisfactorily withstanding a life test of at least 10,000 operations with rated current flowing in the switch contacts. Selector switches shall be maintained-contact type with the required number of positions, and shall have round notched, or knurled handles. Ammeter switches shall not open the secondary circuits of current transformers at any time. Instrument switches for potential selection shall have oval handles.

2.6.13 Not Used

2.6.14 Not Used

2.7 NOT USED

2.8 PANELBOARDS

Panelboards shall consist of assemblies of molded-case circuit breakers with buses and terminal lugs for the control and protection of branch circuits to motors, heating devices and other equipment operating at 480 volts ac or less. Panelboards shall be UL 67 labeled. "Loadcenter" type panels are not acceptable. Panelboards shall be designed for installation in surface-mounted or flush-mounted cabinets accessible from the front only, as shown on the drawings. Panelboards shall be fully rated for a short-circuit current of 22,000 symmetrical amperes RMS ac.

2.8.1 Enclosure

Enclosures shall meet the requirements of UL 50. All cabinets shall be fabricated from sheet steel of not less than 3.5 millimeters (No. 10 gage) if flush-mounted or mounted outdoors, and not less than 2.7 millimeters (No. 12 gage) if surface-mounted indoors, with full seam-welded box ends. Cabinets mounted outdoors or flush-mounted shall be hot-dipped galvanized after fabrication. Cabinets shall be painted in accordance with paragraph PAINTING. Front edges of cabinets shall be form-flanged or fitted with structural shapes welded or riveted to the sheet steel, for supporting the panelboard front. All cabinets shall be so fabricated that no part of any surface on the finished cabinet shall deviate from a true plane by more than 3 millimeters (1/8 inch). Holes shall be provided in the back of indoor surface-mounted cabinets, with outside spacers and inside stiffeners, for mounting the cabinets with a 15 millimeter (1/2 inch) clear space between the back of the cabinet and the wall surface. Flush doors shall be mounted on hinges that expose only the hinge roll to view when the door is closed.

Each door shall be fitted with a combined catch and lock, except that doors over 600 millimeters (24 inches) long shall be provided with a three-point latch having a knob with a T-handle, and a cylinder lock. Two keys shall be provided with each lock, and all locks shall be keyed alike. Finished-head cap screws shall be provided for mounting the panelboard fronts on the cabinets. Enclosure shall have nameplates in accordance with paragraph NAMEPLATES. Directory holders, containing a neatly typed or printed directory under a transparent cover, shall be provided on the inside of panelboard doors.

2.8.2 Buses

All panelboards shall be of the dead-front type with buses and circuit breakers mounted on a plate or base for installation as a unit in a cabinet. All buses shall be of copper. Copper bars and shapes for bus conductors shall conform to the applicable requirements of **ASTM B 187**. The sizes of buses and the details of panelboard construction shall meet or exceed the requirements of **NEMA PB 1**. Suitable provisions shall be made for mounting the bus within panelboards and adjusting their positions in the cabinets. Terminal lugs required to accommodate the conductor sizes shown on the drawing, shall be provided for all branch circuits larger than No. 10 AWG. A grounding lug suitable for 1/0 AWG wire shall be provided for each panelboard.

2.8.3 Components

Each branch circuit, and the main buses where so specified or shown on the drawings, shall be equipped with molded-case circuit breakers having overcurrent trip ratings as shown on the drawings. The circuit breakers shall be of a type designed for bolted connection to buses in a panelboard assembly, and shall meet the requirements of paragraph MOLDED CASE CIRCUIT BREAKERS. Circuit breakers of the same frame size and rating shall be interchangeable.

2.9 PAINTING

Interior and exterior steel surfaces of equipment enclosures shall be thoroughly cleaned and then receive a rust-inhibitive phosphatizing or equivalent treatment prior to painting. Exterior surfaces shall be free from holes, seams, dents, weld marks, loose scale or other imperfections. Interior surfaces shall receive not less than one coat of corrosion-resisting paint in accordance with the manufacturer's standard practice. Exterior surfaces shall be primed, filled where necessary, and given not less than two coats baked enamel with semigloss finish. Equipment located indoors shall be ANSI Light Gray. All touch-up work shall be done with manufacturer's coatings as supplied under paragraph SPARE PARTS.

2.10 FACTORY TESTS

Each item of equipment supplied under this contract shall be given the manufacturer's routine factory tests and tests as specified below, to insure successful operation of all parts of the assemblies. All tests required herein shall be witnessed by the Contracting Officer unless waived in writing, and no equipment shall be shipped until it has been approved for shipment by the Contracting Officer. The Contractor shall notify the Contracting Officer a minimum of 14 days prior to the proposed date of the tests so that arrangements can be made for the Contracting Officer to be

present at the tests. The factory test equipment and the test methods used shall conform to the applicable NEMA Standards, and shall be subject to the approval of the Contracting Officer. Reports of all witnessed tests shall be signed by witnessing representatives of the Contractor and Contracting Officer. The cost of performing all tests shall be borne by the Contractor and shall be included in the prices bid in the schedule for equipment.

2.10.1 Motor Control Centers Tests

2.10.1.1 Dielectric Tests

Each motor control center shall be completely assembled and given dielectric tests in accordance with NEMA ICS 1.

2.10.1.2 Operational Tests

The correctness of operation of each air circuit breaker and magnetic contactor and of all control devices, accessories and indicating lamps, shall be checked. These checks shall be made at rated voltage with power supplies to the main buses. All magnetic contactors shall also be checked for proper operation with power at 90 percent of rated voltage.

2.10.1.3 Short Circuit Tests

If the unit is not UL labeled for the specified short circuit, the Contractor may submit design tests demonstrating that satisfactory short-circuit tests, as specified in NEMA ICS 2, have been made on a motor control center of similar type of construction and having the same available short circuit current at the motor terminals, including any motor contributions, as the motor control centers specified to be furnished under these specifications.

2.10.2 Not Used

2.10.3 Panelboards Tests

Each panelboard shall be assembled with cabinet and front to the extent necessary to check the fit and provisions for installing all parts in the field. Each panelboard shall be given a dielectric test in accordance with NEMA PB 1. All circuit breakers shall be operated to check mechanical adjustments. All doors and locks shall be checked for door clearances and fits and the performance of lock and latches.

PART 3 EXECUTION

3.1 INSTALLATION

Electrical installations shall conform to NFPA 70 and to the requirements specified herein.

3.2 GROUNDING

Grounding shall be in conformance to NFPA 70.

3.2.1 Equipment Grounding

Equipment shall be grounded in accordance to NFPA 70.

3.2.2 Connections

Make joints in grounding conductors and loops by exothermic weld or compression connector.

3.2.3 Grounding and Bonding Equipment

Grounding shall be in accordance with NFPA 70, except as indicated or specified otherwise.

3.3 INSTALLATION OF EQUIPMENT AND ASSEMBLIES

Install and connect equipment furnished under this section as indicated on project drawings, the approved shop drawings, and as specified herein.

3.3.1 Not Used

3.3.2 Meters and Instrument Transformers

NEMA C12.1.

3.3.3 Galvanizing Repair

Repair damage to galvanized coatings using zinc rich paint, for galvanizing damaged by handling, transporting, cutting, welding, or bolting. Do not heat surfaces that repair paint has been applied to.

3.4 FOUNDATION FOR EQUIPMENT AND ASSEMBLIES

3.4.1 Interior Location

Mount new station control center and engine control centers on existing concrete slab.

3.5 FIELD QUALITY CONTROL

Contractor shall submit request for settings of breakers to the Contracting Officer after approval of switchboard at least 30 days in advance of their requirement.

3.5.1 Performance of Acceptance Checks and Tests

Perform in accordance with the manufacturer's recommendations and include the following visual and mechanical inspections and electrical tests.

3.5.1.1 Not Used

3.5.1.2 Circuit Breakers - Low Voltage - Power

a. Visual and Mechanical Inspection

(1) Compare nameplate data with specifications and approved shop drawings.

(2) Inspect physical and mechanical condition.

- (3) Confirm correct application of manufacturer's recommended lubricants.
- (4) Inspect anchorage, alignment, and grounding. Inspect arc chutes. Inspect moving and stationary contacts for condition, wear, and alignment.
- (5) Verify that all maintenance devices are available for servicing and operating the breaker.
- (6) Verify that primary and secondary contact wipe and other dimensions vital to satisfactory operation of the breaker are correct.
- (7) Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism.
- (8) Inspect all bolted electrical connections for high resistance using low-resistance ohmmeter, verifying tightness of accessible bolted electrical connections by calibrated torque-wrench method, or performing thermographic survey.
- (9) Verify cell fit and element alignment.
- (10) Verify racking mechanism.

b. Electrical Tests

- (1) Perform contact-resistance tests on each breaker.
- (2) Perform insulation-resistance tests.
- (3) Adjust Breaker(s) for final settings in accordance with Government provided settings.
- (4) Determine long-time minimum pickup current by primary current injection.
- (5) Determine long-time delay by primary current injection.
- (6) Determine short-time pickup and delay by primary current injection.
- (7) Determine ground-fault pickup and delay by primary current injection.
- (8) Determine instantaneous pickup value by primary current injection.
- (9) Activate auxiliary protective devices, such as ground-fault or undervoltage relays, to ensure operation of shunt trip devices; Check the operation of electrically-operated breakers in their cubicle.

(10) Verify correct operation of any auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, and antipump function.

(11) Verify operation of charging mechanism.

3.5.1.3 Circuit Breakers

Low Voltage - Insulated-Case and Low Voltage Molded Case with Solid State Trips

a. Visual and Mechanical Inspection

(1) Compare nameplate data with specifications and approved shop drawings.

(2) Inspect circuit breaker for correct mounting.

(3) Operate circuit breaker to ensure smooth operation.

(4) Inspect case for cracks or other defects.

(5) Inspect all bolted electrical connections for high resistance using low resistance ohmmeter, verifying tightness of accessible bolted connections and/or cable connections by calibrated torque-wrench method, or performing thermographic survey.

(6) Inspect mechanism contacts and arc chutes in unsealed units.

b. Electrical Tests

(1) Perform contact-resistance tests.

(2) Perform insulation-resistance tests.

(3) Perform Breaker adjustments for final settings in accordance with Government provided settings.

(4) Perform long-time delay time-current characteristic tests

(5) Determine short-time pickup and delay by primary current injection.

(6) Determine ground-fault pickup and time delay by primary current injection.

(7) Determine instantaneous pickup current by primary injection.

(8) Verify correct operation of any auxiliary features such as trip and pickup indicators, zone interlocking, electrical close and trip operation, trip-free, and anti-pump function.

3.5.1.4 Current Transformers

a. Visual and Mechanical Inspection

- (1) Compare equipment nameplate data with specifications and approved shop drawings.
- (2) Inspect physical and mechanical condition.
- (3) Verify correct connection.
- (4) Verify that adequate clearances exist between primary and secondary circuit.
- (5) Inspect all bolted electrical connections for high resistance using low-resistance ohmmeter, verifying tightness of accessible bolted electrical connections by calibrated torque-wrench method, or performing thermographic survey.
- (6) Verify that all required grounding and shorting connections provide good contact.

b. Electrical Tests

- (1) Perform resistance measurements through all bolted connections with low-resistance ohmmeter, if applicable.
- (2) Perform insulation-resistance tests.
- (3) Perform polarity tests.
- (4) Perform ratio-verification tests.

3.5.1.5 Metering and Instrumentation

a. Visual and Mechanical Inspection

- (1) Compare equipment nameplate data with specifications and approved shop drawings.
- (2) Inspect physical and mechanical condition.
- (3) Verify tightness of electrical connections.

b. Electrical Tests

- (1) Determine accuracy of meters at 25, 50, 75, and 100 percent of full scale.
- (2) Calibrate watthour meters according to manufacturer's published data.
- (3) Verify all instrument multipliers.
- (4) Electrically confirm that current transformer and voltage transformer secondary circuits are intact.

3.5.2 Follow-Up Verification

Upon completion of acceptance checks, settings, and tests, the Contractor shall show by demonstration in service that circuits and devices are in good

operating condition and properly performing the intended function. Circuit breakers shall be tripped by operation of each protective device. Test shall require each item to perform its function not less than three times. As an exception to requirements stated elsewhere in the contract, the Contracting Officer shall be given 5 working days advance notice of the dates and times for checks, settings, and tests.

-- End of Section --

DIVISION 16 - ELECTRICAL

SECTION 16415

ELECTRICAL WORK, INTERIOR

TABLE OF CONTENTS

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 GENERAL
 - 1.2.1 Rules
 - 1.2.2 Coordination
 - 1.2.3 Special Environments
 - 1.2.3.1 Weatherproof Locations
 - 1.2.4 Standard Products
 - 1.2.5 Nameplates
 - 1.2.5.1 Identification Nameplates
 - 1.2.6 As-Built Drawings
- 1.3 SUBMITTALS
- 1.4 WORKMANSHIP
- 1.5 NOT USED

PART 2 PRODUCTS

- 2.1 CABLES AND WIRES
 - 2.1.1 Equipment Manufacturer Requirements
- 2.2 ALUMINUM CONDUCTORS
 - 2.2.1 Insulation
 - 2.2.2 Bonding Conductors
 - 2.2.3 Service Entrance Cables
- 2.3 SIGNAL CABLE
- 2.4 NOT USED
- 2.5 CIRCUIT BREAKERS
 - 2.5.1 Molded-Case Circuit Breakers
 - 2.5.1.1 Construction
 - 2.5.1.2 Ratings
 - 2.5.1.3 Thermal-Magnetic Trip Elements
 - 2.5.2 Ground Fault Circuit Interrupters
- 2.6 CONDUIT AND TUBING
 - 2.6.1 Flexible Conduit, Steel and Plastic
 - 2.6.2 PVC Coated Rigid Steel Conduit
 - 2.6.3 Rigid Metal Conduit
 - 2.6.4 Rigid Plastic Conduit
- 2.7 CONDUIT AND DEVICE BOXES AND FITTINGS
 - 2.7.1 Boxes, Metallic Outlet
 - 2.7.2 Boxes, Switch (Enclosed), Surface-Mounted
 - 2.7.3 Fittings for Conduit and Outlet Boxes
 - 2.7.4 Fittings, PVC, for Use with Rigid PVC Conduit and Tubing
- 2.8 CONDUIT COATINGS PLASTIC RESIN SYSTEM
- 2.9 UNDERGROUND CONDUIT AND DUCTS
 - 2.9.1 Nonmetallic Ducts, Direct Burial
- 2.10 CONNECTORS, WIRE PRESSURE

- 2.10.1 For Use With Copper Conductors
- 2.11 ELECTRICAL GROUNDING AND BONDING EQUIPMENT
 - 2.11.1 Not Used
 - 2.11.2 Ground Bus
- 2.12 ENCLOSURES
 - 2.12.1 Cabinets and Boxes
 - 2.12.2 Circuit Breakers Enclosures
- 2.13 PULLBOXES
- 2.14 NOT USED
- 2.15 NOT USED
- 2.16 LOW-VOLTAGE FUSES AND FUSEHOLDERS
 - 2.16.1 Fuses, Low Voltage Cartridge Type
 - 2.16.2 Fuses, Class H
 - 2.16.3 Fuses, Class R
 - 2.16.4 Fuses, Class T
 - 2.16.5 Fuseholders
- 2.17 INSTRUMENTS, ELECTRICAL INDICATING
- 2.18 PANELBOARDS
- 2.19 NOT USED
- 2.20 SERVICE ENTRANCE EQUIPMENT
- 2.21 SPLICE, CONDUCTOR
- 2.22 SNAP SWITCHES
- 2.23 TAPES
 - 2.23.1 Plastic Tape
- 2.24 TRANSFORMERS
 - 2.24.1 Transformers, Dry-Type
- 2.25 WIRING DEVICES
- 2.26 ELECTRICAL SERVICE

PART 3 EXECUTION

- 3.1 GROUNDING
 - 3.1.1 Not Used
 - 3.1.2 Ground Bus
 - 3.1.3 Grounding Conductors
- 3.2 WIRING METHODS
 - 3.2.1 Conduit and Tubing Systems
 - 3.2.1.1 Pull Wires
 - 3.2.1.2 Conduit Stub-Ups
 - 3.2.1.3 Below Slab-on-Grade or in the Ground
 - 3.2.1.4 Installing in Slabs Including Slabs on Grade
 - 3.2.1.5 Changes in Direction of Runs
 - 3.2.1.6 Supports
 - 3.2.1.7 Exposed Raceways
 - 3.2.2 Cables and Conductors
 - 3.2.2.1 Sizing
 - 3.2.2.2 Use of Aluminum Conductors in Lieu of Copper
 - 3.2.2.3 Cable Splicing
 - 3.2.2.4 Conductor Identification and Tagging
- 3.3 BOXES AND SUPPORTS
 - 3.3.1 Box Applications
 - 3.3.2 Brackets and Fasteners
- 3.4 DEVICE PLATES
- 3.5 NOT USED
- 3.6 NOT USED
- 3.7 SERVICE EQUIPMENT
- 3.8 PANELBOARDS

- 3.9 FUSES
 - 3.9.1 Cartridge Fuses; Noncurrent-Limiting Type
- 3.10 NOT USED
- 3.11 NOT USED
- 3.12 NOT USED
- 3.13 EQUIPMENT CONNECTIONS
- 3.14 CIRCUIT PROTECTIVE DEVICES
- 3.15 PAINTING AND FINISHING
- 3.16 REPAIR OF EXISTING WORK
- 3.17 FIELD TESTING
 - 3.17.1 Safety
 - 3.17.2 Not Used
 - 3.17.3 Not Used
 - 3.17.4 Cable Tests
 - 3.17.4.1 Low Voltage Cable Tests
 - 3.17.5 Motor Tests
 - 3.17.6 Circuit Breaker Tests
 - 3.17.6.1 Circuit Breakers, Molded Case
- 3.18 OPERATING TESTS
- 3.19 NOT USED
- 3.20 NOT USED
- 3.21 ACCEPTANCE

SECTION 16415

ELECTRICAL WORK, INTERIOR

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 NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C39.1 (1981; R 1992) Requirements for Electrical Analog Indicating Instruments

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 1 (1995) Hard-Drawn Copper Wire

ASTM B 8 (1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

ASTM D 709 (1992; R 1997) Laminated Thermosetting Materials

CODE OF FEDERAL REGULATIONS (CFR)

47 CFR 18 Industrial, Scientific, and Medical Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2 (1997) National Electrical Safety Code

IEEE C62.41 (1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits

IEEE ANSI/IEEE C136.13 (1992; R 1996) Roadway Lighting - Metal Brackets for Wood Poles

IEEE Std 81 (1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1 (1993) Molded Case Circuit Breakers and Molded Case Switches

NEMA FU 1 (1986) Low Voltage Cartridge Fuses

NEMA ICS 6	(1993) Industrial Control and Systems, Enclosures
NEMA OS 1	(1996) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports
NEMA PB 1	(1995) Panelboards
NEMA RN 1	(1989) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
NEMA ST 20	(1992) Dry type Transformers for General Applications
NEMA TC 2	(1990) Electrical Polyvinyl Chloride (PVC) Tubing (EPT) and Conduit (EPC-40 and EPC-80)
NEMA TC 6	(1990) PVC and ABS Plastic Utilities Duct for Underground Installation
NEMA WD 1	(1983; R 1989) General Requirements for Wiring Devices
NEMA WD 6	(1988) Wiring Devices - Dimensional Requirements

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2002) National Electrical Code
NFPA 101	(2000) Life Safety Code

UNDERWRITERS LABORATORIES (UL)

UL 1	(1993; Rev thru Jan 1995) Flexible Metal Conduit
UL 6	(1997) Rigid Metal Conduit
UL 20	(1995; Rev thru Oct 1998) General-Use Snap Switches
UL 50	(1995; Rev thru Oct 1997) Enclosures for Electrical Equipment
UL 67	(1993; Rev thru Nov 1995) Panelboards
UL 83	(1998) Thermoplastic-Insulated Wires and Cables
UL 98	(1994; Rev thru Jun 1998) Enclosed and Dead-Front Switches
UL 198B	(1995) Class H Fuses

UL 198E (1988; Rev Jul 1988) Class R Fuses

UL 198H (1988; Rev thru Nov 1993) Class T Fuses

UL 360 (1996; Rev thru Oct 1997) Liquid-Tight Flexible Steel Conduit

UL 467 (1993; Rev thru Aug 1996) Grounding and Bonding Equipment

UL 486A (1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors

UL 486C (1997; Rev thru Aug 1998) Splicing Wire Connectors

UL 486E (1994; Rev thru Feb 1997) Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors

UL 489 (1996; Rev thru Dec 1998) Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures

UL 506 (1994; R OCT 1997) Specialty Transformers

UL 510 (1994; Rev thru Apr 1998) Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape

UL 512 (1993; R Dec 1995) Fuseholders

UL 514A (1996; Rev Jul 1998) Metallic Outlet Boxes

UL 514B (1997; Rev Oct 1998) Fittings for Cable and Conduit

UL 651 (1995; Rev thru Oct 1998) Schedule 40 and 80 Rigid PVC Conduit

UL 651A (1995; Rev thru Apr 1998) Type EB and A Rigid PVC Conduit and HDPE Conduit

UL 854 (1996; Rev Apr 1998) Service-Entrance Cables

UL 869A (1998) Reference Standard for Service Equipment

UL 943 (1993; Rev thru May 1998) Ground-Fault Circuit-Interrupters

UL 1449 (1996; Rev thru Oct 1998) Transient Voltage Surge Suppressors

UL 1570 (1995; Rev thru Jun 1997) Fluorescent Lighting Fixtures

UL 1660 (1994; Rev Apr 1998) Liquid-Tight Flexible
Nonmetallic Conduit

UL Elec Const Dir (1998) Electrical Construction Equipment
Directory

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of NFPA 70 and NFPA 101, unless more stringent requirements are indicated or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible. Raceways, junction and outlet boxes shall not be supported from sheet metal roof decks. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. The Contractor shall coordinate the electrical requirements of the mechanical work and provide all power related circuits, wiring, hardware and structural support, even if not shown on the drawings. The Contractor shall be fully responsible for demolition and proper disposal of existing equipment at no additional cost to the government. In the event of a flood emergency, the Contractor shall be responsible for providing generator power and energizing all components needed to operate a minimum of two (2) of the storm water pumps located inside the facility. The installation order shall be as follows to assure minimal downtime for the storm water pumps during the construction phase in the event of such emergency:

- (1) Removal and disposal of the existing Station Control Center and generators.
- (2) Installation of new Station Control Center and generator.
- (3) Test and receive final approval of the newly installed Station Control Center and Generator by the Contracting Officer.
- (4) Remove and dispose one of the three existing Engine Control Centers.
- (5) Install new Engine Control Center, which includes the Engine Instrument and Control Panel, in place of the one removed.
- (6) Test and receive final approval of the newly installed Engine Control Center by the Contracting Officer.
- (7) Repeat steps (5) and (6) until all three Engine Control Centers have been replaced and approved.

1.2.3 Special Environments

1.2.3.1 Weatherproof Locations

Wiring, Fixtures, and equipment in designated locations shall conform to NFPA 70 requirements for installation in damp or wet locations.

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 Nameplates

1.2.5.1 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the motor control center or panel. Unless otherwise specified, identification nameplates shall be made of laminated plastic in accordance with ASTM D 709 with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved nonadhesive metal fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panelboard, motor control center, switchgear, and switchboard shall have a nameplate to indicate the phase letter, corresponding color and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 1/4 inch High Letters	Minimum 1/8 inch High Letters
Panelboards	Control Power Transformers
Transformers	Control Devices
Equipment Enclosures	

1.2.6 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 4 sets of as-built drawings to the Contracting Officer.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Manufacturer's Catalog; GA

Data composed of catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material and Equipment; GA

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each item.

Installation Procedures; FIO

Installation procedures for rotating equipment, transformers, switchgear, battery systems, voltage regulators, and grounding resistors. Procedures shall include diagrams, instructions, and precautions required to install, adjust, calibrate, and test devices and equipment.

As-Built Drawings; FIO

The as-built drawings shall be a record of the construction as installed. The drawings shall include all the information shown on the contract drawings, deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full-sized set of prints marked to reflect all deviations, changes, and modifications. The as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

Onsite Tests; GA

A detailed description of the Contractor's proposed procedures for on-site tests.

SD-04 Drawings

Interior Electrical Equipment; GA

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams, and other information necessary to define the installation. Detail drawings shall show the rating of items and systems and how the components of an item and system are assembled, function together, and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall show physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit or busway entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. Optional items shall be clearly identified as included or excluded. Detail drawings shall as a minimum include:

- a. Main distribution panel.
- b. Single-line electrical diagrams including primary, metering, control wiring and control logic.

Electrical drawings including single-line and three-line diagrams, and schematics or elementary diagrams of each electrical system; internal wiring and field connection diagrams of each electrical device when published by the manufacturer; wiring diagrams of cabinets, panels, units, or separate mountings; interconnection diagrams that show the wiring between separate components of assemblies; field connection diagrams that show the termination of wiring routed between separate items of equipment; internal wiring diagrams of equipment showing wiring as actually provided for this project. Field wiring connections, circuit ratings, and conductor sizes shall be clearly identified.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures, including changes in related portions of the project and the reasons why, shall be submitted with the detail drawings. No changes/departures will be allowed until approved by Contracting Officer. Approved departures shall be made at no additional cost to the Government.

SD-09 Reports

Factory Test Reports; FIO

Six copies of the information described below in 8 1/2 x 11 inch binders having a minimum of 5 rings from which material may readily be removed and replaced, including a separate section for each test. Sections shall be separated by dividers with tabs.

- a. A copy of measurements taken and annotated test plan.

- b. The dates of testing.
- c. The equipment and values to be verified.
- d. The test results, signed and dated.
- e. A description of adjustments made.

SD-13 Certificates

Materials and Equipment; GA

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. However, materials and equipment installed in hazardous locations must bear the UL label unless the data submitted from other testing agency is specifically approved in writing by the Contracting Officer. Items which are required to be listed and labeled in accordance with Underwriters Laboratories must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted to this requirement. Materials and equipment will be approved based on the manufacturer's published data.

For other than equipment and materials specified to conform to UL publications, a manufacturer's statement indicating complete compliance with the applicable standard of the American Society for Testing and Materials, National Electrical Manufacturers Association, or other commercial standard, is acceptable.

1.4 WORKMANSHIP

Materials and equipment shall be installed by, or under the immediate supervision of an electrician licensed in the State of Arkansas, and in accordance with NFPA 70, recommendations of the manufacturer, and as shown. Lockout-tagout procedures shall be used, especially for functional gate controls.

1.5 NOT USED

PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.1 CABLES AND WIRES

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be

stranded unless specifically indicated otherwise. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. All conductors shall be copper.

2.1.1 Equipment Manufacturer Requirements

When manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between components of equipment, provide copper conductors or splices, splice boxes, and other work required to meet manufacturer's requirements.

2.2 ALUMINUM CONDUCTORS

Aluminum conductors shall not be used.

2.2.1 Insulation

Unless indicated otherwise, or required by NFPA 70, power and lighting wires shall be 600-volt, Type THWN, THHN, or THW conforming to UL 83, except that grounding wire may be type TW conforming to UL 83; remote-control and signal circuits shall be Type TW, THW or TF, conforming to UL 83.

2.2.2 Bonding Conductors

ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

2.2.3 Service Entrance Cables

Service entrance (SE) type and underground service entrance (USE) type cables, UL 854.

2.3 SIGNAL CABLE

Conductors shall be multiple twisted pairs of tinned copper, each pair individually wrapped with aluminum-polyester shield with No. 22 AWG stranded tinned copper drain wire inside. Conductor insulation shall be 0.33 mm thickness of polypropylene compound, rated 250 volts. Overall jacket shall be 1.02 mm thickness of black high-density polyethylene, rated for direct burial application. Individual conductors shall be color coded, manufacturer's standard. Acceptable products include Belden Trade No. 9883.

2.4 NOT USED

2.5 CIRCUIT BREAKERS

2.5.1 Molded-Case Circuits Breakers

Molded-case circuit breakers shall conform to NEMA AB 1 and UL 489. Circuit breakers may be installed in panelboards, switchboards, enclosures, motor control centers, or combination motor controllers. Where used as service disconnecting device, circuit breaker shall be rated and listed accordingly.

2.5.1.1 Construction

Circuit breakers shall be suitable for mounting and operating in any position. Lug shall be listed for copper conductors only in accordance with UL 486E. Single-pole circuit breakers shall be full module size with not more than one pole per module. Multi-pole circuit breakers shall be of the common-trip type having a single operating handle such that an overload or short circuit on any one pole will result in all poles opening simultaneously. Sizes of 100 amperes or less may consist of single-pole breakers permanently factory assembled into a multi-pole unit having an internal, mechanical, nontamperable common-trip mechanism and external handle ties. All circuit breakers shall have a quick-make, quick-break overcenter toggle-type mechanism, and the handle mechanism shall be trip-free to prevent holding the contacts closed against a short-circuit or sustained overload. All circuit breaker handles shall assume a position between "ON" and "OFF" when tripped automatically. All ratings shall be clearly visible.

2.5.1.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. The interrupting rating of the circuit breakers shall be at full load circuit current and short-circuit current at the line terminals of the circuit breaker and correspond to the UL listed integrated short-circuit current rating specified for the panelboards and switchboards. Molded-case circuit breakers shall have nominal voltage ratings, maximum continuous-current ratings, and maximum short-circuit interrupting ratings in accordance with NEMA AB 1. Ratings shall be coordinated with system X/R ratio.

2.5.1.3 Thermal-Magnetic Trip Elements

Automatic operation shall be obtained by means of thermal-magnetic tripping devices located in each pole providing inverse time delay and instantaneous circuit protection.

2.5.2 Ground Fault Circuit Interrupters

UL 943. Breakers equipped with ground fault circuit interrupters shall have ground fault class, interrupting capacity, and proper voltage and current ratings.

2.6 CONDUIT AND TUBING

2.6.1 Flexible Conduit, Steel and Plastic

General-purpose type, UL 1; liquid tight, UL 360, and UL 1660.

2.6.2 PVC Coated Rigid Steel Conduit

NEMA RN 1.

2.6.3 Rigid Metal Conduit

UL 6.

2.6.4 Rigid Plastic Conduit

NEMA TC 2, UL 651 and UL 651A.

2.7 CONDUIT AND DEVICE BOXES AND FITTINGS

Connection to exterior boxes shall use watertight fittings.

2.7.1 Boxes, Metallic Outlet

NEMA OS 1 and UL 514A.

2.7.2 Boxes, Switch (Enclosed), Surface-Mounted

UL 98.

2.7.3 Fittings for Conduit and Outlet Boxes

UL 514B.

2.7.4 Fittings, PVC, for Use with Rigid PVC Conduit and Tubing

UL 514B.

2.8 CONDUIT COATINGS PLASTIC RESIN SYSTEM

NEMA RN 1, Type A-40.

2.9 UNDERGROUND CONDUIT AND DUCTS

Duct lines shall be nonencased direct-burial, thick-wall type.

2.9.1 Nonmetallic Ducts, Direct Burial

UL 651 Schedule 40 or NEMA TC 6 Type DB.

2.10 CONNECTORS, WIRE PRESSURE

2.10.1 For Use With Copper Conductors

UL 486A.

2.11 ELECTRICAL GROUNDING AND BONDING EQUIPMENT

UL 467.

2.11.1 Not Used

2.11.2 Ground Bus

The ground bus shall be bare conductor or flat copper in one piece, if practicable, and bonded according to the NEC and other safeguards.

2.12 ENCLOSURES

NEMA ICS 6, unless otherwise specified.

2.12.1 Cabinets and Boxes

Cabinets and boxes with volume greater than 100 cubic inches shall be in accordance with UL 50, hot-dip, zinc-coated, if sheet steel.

2.12.2 Circuit Breaker Enclosures

UL 489.

2.13 PULLBOXES

Strength of pullboxes and their frames and covers shall conform to the requirements of IEEE C2. Pullbox and handhole covers in sidewalks, and turfed areas shall be of the same material as the box. Concrete pullboxes shall consist of precast reinforced concrete boxes, extensions, bases, and covers.

2.14 Not Used

2.15 Not Used

2.16 LOW-VOLTAGE FUSES AND FUSEHOLDERS

2.16.1 Fuses, Low Voltage Cartridge Type

NEMA FU 1.

2.16.2 Fuses, Class H

UL 198B.

2.16.3 Fuses, Class R

UL 198E.

2.16.4 Fuses, Class T

UL 198H.

2.16.5 Fuseholders

UL 512.

2.17 INSTRUMENTS, ELECTRICAL INDICATING

ANSI C39.1.

2.18 PANELBOARDS

Dead-front construction, NEMA PB 1 and UL 67.

2.19 NOT USED

2.20 SERVICE ENTRANCE EQUIPMENT

UL 869A.

2.21 SPLICE, CONDUCTOR

UL 486C.

2.22 SNAP SWITCHES

UL 20.

2.23 TAPES

2.23.1 Plastic Tape

UL 510.

2.24 TRANSFORMERS

Single- and three-phase transformers shall have two windings per phase. Full-capacity standard NEMA taps shall be provided in the primary windings of transformers unless otherwise indicated. Three-phase transformers shall be configured with delta-wye windings, except as indicated. "T" connections may be used for transformers rated 15 kVA or below. Transformers supplying non-linear loads shall be UL listed as suitable for supplying such loads with a total K-factor not to exceed K-9 and have neutrals sized for 200 percent of rated current.

2.24.1 Transformers, Dry-Type

Transformers shall have 220 degrees C insulation system for transformers 15 kVA and greater, and shall have 180 degrees C insulation system for transformers rated 10 kVA and less, with temperature rise not exceeding 150 degrees C under full-rated load in maximum ambient temperature of 40 degrees C. Transformer of 150 degrees C temperature rise shall be capable of carrying continuously 100 percent of nameplate kVA without exceeding insulation rating.

a. 600 Volt or Less Primary:

NEMA ST 20, UL 506, general purpose, dry-type, self-cooled, sealed. Transformers shall be provided in NEMA 1 enclosure. Transformers shall be quiet type with maximum sound level at least 3 decibels less than NEMA standard level for transformer ratings indicated.

2.25 WIRING DEVICES

NEMA WD 1 for wiring devices, and NEMA WD 6 for dimensional requirements of wiring devices.

2.26 ELECTRICAL SERVICE

Entergy Power Company provides permanent power to the site. Their services include the design, furnishing and installation of the overhead primary tap, transformer pole and equipment, and service drop conductors. Distribution

power shall be disconnected by the Contractor through an external disconnect located outside the facility during the construction phase. Temporary power shall be provided by the Contractor from an external 50kW, 480-Volt, 3-phase, 3-wire, generator or a separate temporary service located external to the facility which will be used to feed distribution panel Y located on the lower level of the pumping plant. Any utility bills resulting from use of temporary power shall be paid in full by the Contractor with no additional cost to the Government. The load served shall consist of the office portion of the pumping station including but not limited to general use receptacles, lighting, air conditioning, and kitchen appliances. The Contractor shall also use this power source for tools and other equipment needed for construction.

PART 3 EXECUTION

3.1 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following specifications.

3.1.1 Not Used

3.1.2 Ground Bus

Ground bus shall be provided in the electrical equipment. Noncurrent-carrying metal parts of electrical equipment shall be effectively grounded by bonding to the ground bus. The ground bus shall be bonded to both the entrance ground, and to a ground having the upper ends terminating approximately 4 inches above the floor. Connections and splices shall be of the brazed, welded, bolted, or pressure-connector type, except that pressure connectors or bolted connections shall be used for connections to removable equipment. Connections shall be bolted type in lieu of thermoweld, so they can be changed as required by additions and/or alterations.

3.1.3 Grounding Conductors

Equipment grounding bars shall be provided in all panelboards. The equipment grounding conductor shall be carried back to the service entrance grounding connection or separately derived grounding connection. All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that they are wired or bonded into a common junction. Metallic boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per NFPA 70. When switches, or other utilization devices are installed, any designated grounding terminal on these devices shall also be bonded to the equipment grounding conductor junction with a short jumper. The ends of all conduits in panelboards shall have grounding bushing bonded to the ground bus.

3.2 WIRING METHODS

Wiring shall conform to NFPA 70, the contract drawings, and the following specifications. Unless otherwise indicated, wiring shall consist of insulated conductors installed in rigid zinc-coated steel conduit, rigid plastic conduit, electrical metallic tubing, and intermediate metal conduit.

Wire fill in conduits shall be based on NFPA 70 for the type of conduit and wire insulations specified.

3.2.1 Conduit and Tubing Systems

Conduit and tubing systems shall be installed as needed. Minimum size of raceways shall be 1/2 inch. Only metal conduits will be permitted when conduits are required for shielding or other special purposes, or when required by conformance to NFPA 70. Nonmetallic conduit and tubing may be used in damp, wet or corrosive locations when permitted by NFPA 70 and the conduit or tubing system is provided with appropriate boxes, covers, clamps, screws or other appropriate type of fittings. Electrical metallic tubing (EMT) may be installed only within buildings. EMT shall not be installed in damp or wet locations, or the air space of exterior masonry cavity walls. Bushings, manufactured fittings or boxes providing equivalent means of protection shall be installed on the ends of all conduits and shall be of the insulating type, where required by NFPA 70. Only UL listed adapters shall be used to connect EMT to rigid metal conduit, cast boxes, and conduit bodies. Except as otherwise specified, IMC may be used as an option for rigid steel conduit in areas as permitted by NFPA 70. Raceways shall be concealed within finished walls, ceilings, and floors unless otherwise shown. Raceways crossing structural expansion joints or seismic joints shall be provided with suitable expansion fittings or other suitable means to compensate for the building expansion and contraction and to provide for continuity of grounding.

3.2.1.1 Pull Wires

A pull wire shall be inserted in each empty raceway in which wiring is to be installed if the raceway is more than 50 feet in length and contains more than the equivalent of two 90-degree bends, or where the raceway is more than 150 feet in length. The pull wire shall be of No. 14 AWG zinc-coated steel, or of plastic having not less than 200 pounds per square inch tensile strength. Not less than 10 inches of slack shall be left at each end of the pull wire.

3.2.1.2 Conduit Stub-Ups

Where conduits are to be stubbed up through concrete floors, a short elbow shall be installed below grade to transition from the horizontal run of conduit to a vertical run. A conduit coupling fitting, threaded on the inside shall be installed, to allow terminating the conduit flush with the finished floor. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used 6 inches above the floor. Empty or spare conduit stub-ups shall be plugged flush with the finished floor with a threaded, recessed plug.

3.2.1.3 Below Slab-on-Grade or in the Ground

Electrical wiring below slab-on-grade shall be protected by a conduit system. Conduit passing vertically through slabs-on-grade shall be rigid steel or IMC. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system.

3.2.1.4 Installing in Slabs Including Slabs on Grade

Conduit installed in slabs-on-grade shall be rigid steel or IMC. Conduits shall be installed as close to the middle of concrete slabs as practicable without disturbing the reinforcement. Outside diameter shall not exceed 1/3 of the slab thickness and conduits shall be spaced not closer than 3 diameters on centers except at cabinet locations where the slab thickness shall be increased as approved by the Contracting Officer. Where conduit is run parallel to reinforcing steel, the conduit shall be spaced a minimum of one conduit diameter away but not less than one inch from the reinforcing steel.

3.2.1.5 Changes in Direction of Runs

Changes in direction of runs shall be made with symmetrical bends or cast-metal fittings. Field-made bends and offsets shall be made with an approved hickey or conduit-bending machine. Crushed or deformed raceways shall not be installed. Trapped raceways in damp and wet locations shall be avoided where possible. Lodgment of plaster, dirt, or trash in raceways, boxes, fittings and equipment shall be prevented during the course of construction. Clogged raceways shall be cleared of obstructions or shall be replaced.

3.2.1.6 Supports

Metallic conduits and tubing, and the support system to which they are attached, shall be securely and rigidly fastened in place to prevent vertical and horizontal movement at intervals of not more than 10 feet and within 3 feet of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage or deformation to the structure. Loads shall not be applied to joist bridging. Attachment shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws, welded threaded studs, heat-treated or spring-steel-tension clamps on steel work. Nail-type nylon anchors or threaded studs driven in by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine screws. Raceways or pipe straps shall not be welded to steel structures. Cutting the main reinforcing bars in reinforced concrete beams or joists shall be avoided when drilling holes for support anchors. Holes drilled for support anchors, but not used, shall be filled. In partitions of light steel construction, sheet-metal screws may be used. Raceways shall not be supported using wire or nylon ties. Raceways shall be independently supported from the structure. Upper raceways shall not be used as a means of support for lower raceways. Supporting means shall not be shared between electrical raceways and mechanical piping or ducts. Cables and raceways shall not be supported by ceiling grids. Except where permitted by NFPA 70, wiring shall not be supported by ceiling support systems. Conduits shall be fastened to sheet-metal boxes and cabinets with two locknuts where required by NFPA 70, where insulating bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, a single locknut and bushing may be used. Threadless fittings for electrical metallic tubing shall be of a type approved for the conditions encountered. Additional

support for horizontal runs is not required when EMT rests on steel stud cutouts.

3.2.1.7 Exposed Raceways

Exposed raceways shall be installed parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings. Raceways under raised floors and above accessible ceilings shall be considered as exposed installations in accordance with NFPA 70 definitions.

3.2.2 Cables and Conductors

Installation shall conform to the requirements of NFPA 70. Covered, bare or insulated conductors of circuits rated over 600 volts shall not occupy the same equipment wiring enclosure, cable, or raceway with conductors of circuits rated 600 volts or less.

3.2.2.1 Sizing

Unless otherwise noted, all sizes are based on copper conductors. Sizes shall be not less than indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 100 feet long, from panel to load center, shall be no smaller than No. 10 AWG. Class 1 remote control and signal circuit conductors shall be not less than No. 14 AWG. Class 2 remote control and signal circuit conductors shall be not less than No. 16 AWG. Class 3 low-energy, remote-control and signal circuits shall be not less than No. 22 AWG.

3.2.2.2 Use of Aluminum Conductors in Lieu of Copper

Aluminum conductors shall not be used.

3.2.2.3 Cable Splicing

Splices shall be made in an accessible location. Crimping tools and dies shall be approved by the connector manufacturer for use with the type of connector and conductor.

- a. Copper Conductors, 600 Volt and Under: Splices in conductors No. 10 AWG and smaller diameter shall be made with an insulated, pressure-type, solderless, tin-plated copper connector equivalent to AMP PLASTI-GRIP or AMP PRE-INSULATED DIAMOND GRIP. Splices in conductors No. 8 AWG and larger diameter shall be made with a solderless, pressure type connector equivalent to AMP SOLISTRAND and insulated with heat-shrink type insulating material equivalent to the conductor insulation. All connectors shall be installed using the connector manufacturers recommended crimping device.

3.2.2.4 Conductor Identification and Tagging

Power, control, and signal circuit conductor identification shall be provided within each enclosure where a tap, splice, or termination is made. Phase conductors of low voltage power circuits shall be identified by color coding. Phase identification by a particular color shall be maintained continuously for the length of a circuit, including junctions.

- a. Color coding shall be provided for service, feeder, branch, and ground conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in the same raceway or box, other neutral shall be white with colored (not green) stripe. The color coding for 3-phase and single-phase low voltage systems shall be as follows:
- 120/208-volt, 3-phase: Black(A), red(B), and blue(C).
 277/480-volt, 3-phase: Brown(A), orange(B), and yellow(C).
 120/240-volt, 1-phase: Black and red.
- b. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by the use of half-lapped bands of colored electrical tape wrapped around the insulation for a minimum of 3 inches of length near the end, or other method as submitted by the Contractor and approved by the Contracting Officer.
- c. Control and signal circuit conductor identification shall be made by color-coded insulated conductors, plastic-coated self-sticking printed markers, permanently attached stamped metal foil markers, or equivalent means as approved. Control circuit terminals of equipment shall be properly identified. Terminal and conductor identification shall match that shown on Government approved detail drawings. Hand lettering or marking is not acceptable.

3.3 BOXES AND SUPPORTS

Boxes shall be provided in the wiring or raceway systems where required by NFPA 70 for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate, except where minimum mounting heights for hazardous areas are required by NFPA 70. Unless otherwise indicated, boxes for wall switches shall be mounted 48 inches above finished floors. Switch and outlet boxes located on opposite sides of fire rated walls shall be separated by a minimum horizontal distance of 24 inches. The total combined area of all box openings in fire rated walls shall not exceed 100 square inches per 100 square feet. Maximum box areas for individual boxes in fire rated walls vary with the manufacturer and shall not exceed the maximum specified for that box in UL Elec Const Dir. Only boxes listed in UL Elec Const Dir shall be used in fire rated walls.

3.3.1 Box Applications

Each box shall have not less than the volume required by NFPA 70 for number of conductors and yokes enclosed in box. Boxes for metallic raceways shall be listed for the intended use when located in normally wet locations, when flush or surface mounted on outside of exterior surfaces, or when located in hazardous areas. Boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces shall be gasketed. Cast-metal boxes with 3/32 inch wall thickness are acceptable. Large size boxes shall be NEMA 4. Boxes in other locations shall be sheet steel. Boxes for use in

masonry-block or tile walls shall be square-cornered, tile-type, or standard boxes having square-cornered, tile-type covers.

3.3.2 Brackets and Fasteners

Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and metal expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screw or welded studs on steel work. Threaded studs driven in by powder charge and provided with lockwashers and nuts, or nail-type nylon anchors may be used in lieu of expansion shields, or machine screws. Penetration of more than 1-1/2 inches into reinforced-concrete beams or more than 3/4 inch into reinforced-concrete joists shall avoid cutting any main reinforcing steel. The use of brackets which depend on gypsum wallboard or plasterboard for primary support will not be permitted.

3.4 DEVICE PLATES

One-piece type device plates shall be provided for all outlets and fittings. Plates on unfinished walls and on fittings shall be of zinc-coated sheet steel, cast-metal, or impact resistant plastic having rounded or beveled edges. Plates installed in wet locations shall be gasketed and provided with a hinged, gasketed cover, unless otherwise specified.

3.5 NOT USED

3.6 NOT USED

3.7 SERVICE EQUIPMENT

Service-disconnecting means shall be of the fusible safety switch type with an external handle for manual operation. When service disconnecting means is a part of an assembly, the assembly shall be listed as suitable for service entrance equipment. Enclosures shall be sheet metal with hinged cover for surface mounting unless otherwise indicated.

3.8 PANELBOARDS

Circuit breakers and switches used as a motor disconnecting means shall be capable of being locked in the open position. Door locks shall be keyed alike. Nameplates shall be as indicated in paragraph NAMEPLATES. Directories shall be typed to indicate loads served by each circuit and mounted in a holder behind a clear protective covering. Busses shall be copper. Panelboards shall be circuit breaker or fusible switch equipped as indicated on the drawings.

3.9 FUSES

Equipment provided under this contract shall be provided with a complete set of properly rated fuses when the equipment manufacturer utilize fuses in the manufacture of the equipment, or if current-limiting fuses are required to be installed to limit the ampere-interrupting capacity of circuit breakers or equipment to less than the maximum available fault current at the location of the equipment to be installed. Fuses shall have a voltage rating of not less than the phase-to-phase circuit voltage, and shall have

the time-current characteristics required for effective power system coordination.

3.9.1 Cartridge Fuses; Noncurrent-Limiting Type

Cartridge fuses of the noncurrent-limiting type shall be Class J, nonrenewable, dual element, time lag type and shall have interrupting capacity of 10,000 amperes. At 500 percent current, cartridge fuses shall not blow in less than 10 seconds.

3.10 NOT USED

3.11 NOT USED

3.12 NOT USED

3.13 EQUIPMENT CONNECTIONS

Wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Connections shall comply with the applicable requirements of paragraph WIRING METHODS. Flexible conduits 6 feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

3.14 CIRCUIT PROTECTIVE DEVICES

The Contractor shall calibrate, adjust, set and test each new adjustable circuit protective device to ensure that they will function properly prior to the initial energization of the new power system under actual operating conditions.

3.15 PAINTING AND FINISHING

Field-applied paint on exposed surfaces shall be applied in accordance with Section 16403 MOTOR CONTROL CENTERS, SWITCHBOARDS, AND PANELBOARDS.

3.16 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the Government.

3.17 FIELD TESTING

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 2 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform

all tests and inspection recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

3.17.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.17.2 Not Used

3.17.3 Not Used

3.17.4 Cable Tests

The Contractor shall be responsible for identifying all equipment and devices that could be damaged by application of the test voltage and ensuring that they have been properly disconnected prior to performing insulation resistance testing. An insulation resistance test shall be performed on all low and medium voltage cables after the cables are installed in their final configuration and prior to energization. The test voltage shall be 500 volts DC applied for one minute between each conductor and ground and between all possible combinations of conductors. The minimum value of resistance shall be:

$$R \text{ in megohms} = (\text{rated voltage in kV} + 1) \times 1000 / (\text{length of cable in feet})$$

Each cable failing this test shall be repaired or replaced. The repaired cable system shall then be retested until failures have been eliminated.

3.17.4.1 Low Voltage Cable Tests

- a. Continuity test.
- b. Insulation resistance test.

3.17.5 Motor Tests

- a. Insulation resistance of each winding to ground.
- b. Vibration test.

3.17.6 Circuit Breaker Tests

The following field tests shall be performed on circuit breakers.

3.17.6.1 Circuit Breakers, Molded Case

- a. Insulation resistance test phase-to-phase, all combinations.
- b. Insulation resistance test phase-to-ground, each phase.

c. Closed breaker contact resistance test.

d. Manual operation of the breaker.

3.18 OPERATING TESTS

After the installation is completed, and at such time as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the specified requirements. An operating test report shall be submitted in accordance with paragraph FIELD TESTING.

3.19 NOT USED

3.20 NOT USED

3.21 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

-- End of Section --