

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 59	
1. REQUEST NO. W912EF-04-Q-0117	2. DATE ISSUED 18-May-2004	3. REQUISITION/PURCHASE REQUEST NO. W68SBV-4135-5902	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY CONTRACTING DIVISION CONTRACTING DIVISION 201 N THIRD AVENUE WALLA WALLA WA 99362-1876			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> JANI C LONG 509/527-7209			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> DWORSHAK NATIONAL FISH HATCHER STATE HIGHWAY 7 PO BOX 18 AHSAHKA ID 83520 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 02-Jun-2004						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

Section 00010 - Solicitation Contract Form

BID SCHEDULE

Estimated Cost Range of this Project is Less Than \$ 25,000

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	Mobilization and Demobilization	1	LS	XXXXXX	\$_____
0002	Substation 1 Revision	1	LS	XXXXXX	\$_____
0003	As-built drawings	1	LS	XXXXXXX	\$750*
SCHEDULE TOTAL					\$_____

* These amounts reflect the Government's estimated costs to prepare, as-built drawings, and final approved versions of Contractor prepared drawings. No payment will be made on these items until they have been received and approved in final form by the Government.

NOTES**NOTE:****-CCR REGISTRATION REQUIRED****IF NOT REGISTERED PLEASE VISIT www.ccr.gov****-PRICES QUOTED MUST BE VALID FOR 30 DAYS****-TO ENSURE RECEIPT OF YOUR QUOTE PLEASE FAX TO JANI @
509-527-7802****-SMALL BUSINESS SET ASIDE****-BUSINESS SIZE _____****-TAX ID # _____****-DUNS # _____****-CAGE CODE # _____****-VISIT www.nww.usace.army.mil ORGANIZATION PAGE, CONTRACTING, FOR A LISTING OF ADVERTISED SOLICITATIONS**

Section 00100 - Bidding Schedule/Instructions to Bidders

OTHER CONTRACTS

Other Contracts. Clearwater Power Company has a concurrent contract involving work in and adjacent to the substation vault involved in this contract. The Government may award other contracts for additional work to be performed in the vicinity of this work. The work area and restrictions and limitations caused by the work to be performed by others shall be considered by the Contractor in scheduling work to be performed. No allowance will be made for damage or extra compensation because of the required cooperation.

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
3.0%	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;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Clearwater County, Idaho**.

(End of provision)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(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, the District of Columbia, and outlying areas.

(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: [Contracting Officer to list applicable excepted materials or indicate "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	Unit of measure	Quantity	Price (dollars) \1\

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

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

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

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT 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)

52.236-8 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)

SITE VISIT

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – 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, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
Wednesday, May 26, 2004 at 10:00 a.m.

(c) Participants will meet with a representative of the Government at **Dworshak National Fish Hatchery Maintenance Shop.**

(d) SECURITY REQUIREMENTS—

There will be only one site visit offered. Bidders planning to attend must call 509-527-7062 by no later than 1:00 p.m., PT, on Tuesday, May 25, 2004. Site visit attendees must be prepared to give the following information: (1) what company is being represented; (2) how many people are in the party; and (3) the name of each individual. Each individual must have picture identification on their person while at the project site. There can be no substitutions of one individual for another. If an individual shows up to the site visit without having called ahead of time and/or without picture identification, that individual must not be allowed on the project.

(e) SAFETY REQUIREMENTS—

Participants of scheduled site visit must abide by U.S. Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1, 3 September 1996), in accordance with SECTION 5, PERSONAL PROTECTIVE AND SAFETY EQUIPMENT.

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1>

It is the responsibility of all participants to wear personal protective and safety equipment as required by this regulation. **Failure to comply will result in denial of access to site visit location.**

Section 00600 - Representations & Certifications

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52.000-3012 CORPORATE CERTIFICATE/ AUTHORITY TO BIND PARTNERSHIP

If the bid is submitted by a corporation or partnership, the applicable form listed below must be completed. In the alternative, other evidence must be submitted to substantiate the authority of the person signing the bid. If a corporation, the same officer shall not execute both the bid and the certificate.

CORPORATE CERTIFICATE

I _____, certify that I am the _____ (corporate officer title) of the corporation named as

Bidder/Contractor herein; that _____ who signed this bid/contract on behalf of the Bidder/Contractor was then _____ (title) of said corporation; that said bid/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.

_____ (signature required) (Corporate Seal)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the bid had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has authority to enter into and execute contractual instruments, on behalf of said partnership, with the United States of America, except as follows: (State "none" or describe limitations, if any.)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by the Contracting Officer.

(Names and signatures of all partners)

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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (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.

(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.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.222-22 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)

Section 00700 - Contract Clauses

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52.000-3016 REQUIRED LIABILITY INSURANCE (APR 1984) (FAR 28.306)

1.1 The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) Coverage complying with state laws governing insurance requirements pertaining to Workmen's Compensation and Employers' Liability Insurance.

(b) Bodily injury liability insurance with minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

(c) Automobile bodily injury and property damage liability with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury liability; and \$20,000 per occurrence for property damage liability shall be required.

(d) The coverage required under Longshoremen and Harbor workers Compensation Act.

1.2 Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer, a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain the endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

1.3 The Contractor agrees to insert the substance of this clause including this paragraph in all subcontracts hereunder.

(End of clause)

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)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

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

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

(iii) 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;

(iv) 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

(v) 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)

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and

may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

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

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

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

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

(e) 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)

52.222-36 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)

52.232-23 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)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

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

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

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

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

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

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

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

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

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or 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 (OCT 2003)

(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) 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.

(f) 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.

(g) 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 separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. 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.

(h) 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.

(i) 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)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Government personnel and records of previous construction.

(b) Weather conditions. Complete weather records and reports may be obtained from the National Weather Service.

(c) Transportation facilities. Each bidder, before submitting his bid, shall make his own investigations of existing public and private roads, clearances, restrictions, load limits, and of the limitations affecting transportation and ingress and egress at the jobsite.

(d) Engineering Data. The Contractor shall be expected to examine field conditions and, when necessary, employ the services of qualified experts to properly interpret conditions at the site. Engineering data and all factual information available may be examined in the office of the District Engineer upon request.

(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)

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department

of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

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

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

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

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

(End of clause)

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

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

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

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

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

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

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

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

(End of clause)

52.236-4013 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

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)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (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)

52.246-12 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)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

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

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

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

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

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

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)

52.249-10 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)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

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

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

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

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

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(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.

252.236-7004 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) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.
- (2) The remaining 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.

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.

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

The address for the Security Office is:

Dave Piper, Security Officer
Walla Walla District, COE
201 North Third Avenue
Walla Walla, WA 99362

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

Section 00800 - Special Contract Requirements

SECTION 00800 Special Contract Requirements

1. 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984). The Contractor shall commence work under this contract at time of award, prosecute the work diligently, and complete the entire work ready for use not later than the dates listed below.

1.1 The Contractor shall complete all on site work no later than 30 July 2004. The work window in the vault is 2 weeks ending 30 July, 2004.

1.2 The Contractor shall complete final submission of working "as-built" contract drawings (see Section 01010) by not later than 30 calendar days after completion of work in 1.1 above.

1.3 The Contractor shall complete final cleanup and demobilization by not later than 15 calendar days after completion of work in 1.1 above.

(End of Clause)

2. 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amounts shown of \$678 for each calendar day of delay in completing the work described in 1.1 above for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

3. 52.211-3000 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with CLAUSE: DEFAULT (FIXED-PRICE CONSTRUCTION) of the CONTRACT CLAUSES. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. A weather delay day is any day when the maximum temperature does not exceed 32 degrees fahrenheit or when 0.10 inch or more of precipitation occurs. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

Monthly Anticipated Adverse Weather Delay Work Days Based on (7) Day Work Week

Dworshak Dam

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
14	10	9	8	7	5	1	2	3	6	10	14

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days and issue a modification in accordance with the CLAUSE: DEFAULT (FIXED PRICE CONSTRUCTION) of the CONTRACT CLAUSES.

(d) The Contractor shall measure and record on a daily basis the high and low temperatures and the precipitation. Temperatures shall be measured to the nearest degree Fahrenheit with a thermometer similar to Taylor maximum-minimum thermometer, no. 5460. Precipitation shall be measured to the nearest tenth of an inch with a rain gauge similar to Taylor rain gauge, no. 2702. Recordings shall be made on all working days that the Contractor is working on site. Measurements shall be recorded on the Contractor's Quality Control reports and furnished to the Contracting Officer daily.

(End of Clause)

4. 252.236-7001 CONTRACT DRAWINGS, MAPS, 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 specifications by references, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting officer of any discrepancies;
- (4) Be responsible for any errors which 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 mis-description 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 mis-described details of the work. The Contractor shall perform such details 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.

Drawing Number	Sheet Number	Title	Revision Number	Date
DWORSHAK NATIONAL FISH HATCHERY SUBSTATION 1 REVISION				
DWG-1-0-1/333	1	MAPS AND INDEX TO DRAWINGS		
DWH-1-6-2/3	2	SUBSTATION VAULT PLAN VIEW		
DWH-1-6-2/4	3	SUBSTATION VAULT ELEVATIONS		
	4	RESERVED		
FOR INFORMATION ONLY				
SST-314	5	TRANSFORMER CABINET SIDE VIEW DETAIL		
SHEET NO. 6	6	TRANSFORMER CABINET SUPPORT		

(End of drawing list)

Contract drawings created on CADD will be available in electronic form for use by the Contractor. No For Information Only drawings are available on CADD. CADD drawings are identified as such by the Computer Aided Design and Drafting symbol near the title block. The Contractor assumes all risks associated in using electronic CADD drawings. The contract drawings shall govern if there are any discrepancies between the electronic copy and the contract drawing. The Contractor shall promptly notify the Contracting Officer of any discrepancies. The Government will not be responsible to correct the electronic CADD drawing. If contract modifications are issued, the associated electronic CADD drawings will not be available to the Contractor. Electronic copies of CADD drawings are only available in Intergraph Microstation format. The Government will provide the files on CD ROM. If the Contractor requires different media, such as floppy disks, the Contractor shall be responsible for all conversions required for their use and associated conversion inaccuracies.

(End of Clause)

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SECTION 01010

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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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SECTION 01010

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

The work covered by this section of the specifications consists of work common to more than one section of these TECHNICAL SPECIFICATIONS.

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 the basic designation only.

CORPS OF ENGINEERS (COE)

COE EM 385-1-1 (2003) Safety and Health Requirements Manual

Website for the safety manual is
<http://www.hq.usace.army.mil/soh/em385/current/current38511.htm>

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" 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-01 Preconstruction Submittals

Accident Prevention Plan; G,CD

Equipment List

Contractor's Schedule

SD-11 Closeout Submittals

As-Built Contract Drawings; G,CD

1.3 EQUIPMENT LIST

The Contractor shall furnish a complete list of all equipment to be used on the project, in duplicate, within 15 days after date of receipt of notice to proceed. The Contractor shall submit a revised list in the event of change of equipment. Lists shall include rented equipment as well as lease-purchase or sale-leaseback equipment. The initial list and the revised lists shall indicate dates equipment is assigned to or removed from the project and adequate identification or description of each item of equipment including manufacturer's name (abbreviated), model number, manufacturer's serial number, year of manufacture, and Contractor's assigned serial or record number.

1.4 TESTING OF EQUIPMENT

Before any machinery or mechanized equipment is put to use on the job, it shall be inspected and tested by a qualified person and determined to be in safe operating condition in the presence of the representative of the Contracting Officer. Cranes or derricks shall be tested by the Contractor or a qualified testing agency in accordance with COE EM 385-1-1. Equipment shall be large enough to safely handle proposed picks or tasks without exceeding the crane rating established by these tests.

1.5 UTILITIES

1.5.1 Water

The existing water systems at the Fish Hatchery are available for use by the Contractor for construction and domestic purposes. Temporary piping, if required, shall be installed by the Contractor and shall be removed prior to final acceptance of the work. All temporary piping and connections will be subject to Contracting Officer's approval.

1.5.2 Electricity

Electric power will not be available to the Contractor. Contractor shall supply all power needed to do the work specified by portable means. Temporary wiring may be required to facilitate the work. The location of all temporary power lines and connections will be subject to Contracting Officer approval. All temporary circuits, wire, extension cords, and devices shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner, and shall be removed by the Contractor in like manner prior to final acceptance by the Government. All temporary electrical lines and appurtenances shall be furnished and installed at no additional cost to the Government.

1.6 SANITATION FACILITIES

The Contractor shall furnish sanitation facilities in accordance with COE EM 385-1-1.

1.7 SAFETY

1.7.1 Accident Prevention

In accordance with Contract Clause ACCIDENT PREVENTION the Contractor shall provide and maintain work environments and procedures which will safeguard the public, Government personnel, Contractor personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.

1.7.1.1 Safety Requirements

The Contractor shall comply with the requirements of COE EM 385-1-1.

1.7.1.2 Corrective Action by the Contractor

Whenever the Contracting Officer detects any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of any personnel, the Contracting Officer will notify the Contractor and request immediate initiation of corrective action. Lack of notice from the Contracting Officer does not relieve the Contractor from

compliance requirements and responsibility. After receipt of notice from the Contracting Officer, the Contractor shall immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

1.7.2 Accident Prevention Plan

Before commencing any work on site, the Contractor shall submit an Accident Prevention Plan for the Contracting Officer's review and acceptance. Paragraph 01.A.11 and Appendix A of COE EM 385-1-1 reflect requirements and guidelines for preparing accident prevention plans.

1.7.3 Hazard Analysis

Prior to beginning each major phase of work, an activity Hazard Analysis shall be prepared by the Contractor in accordance with paragraph 01.A.13 and Figure 1-1 of COE EM 385-1-1 and provided to the Government Inspector.

1.7.4 Confined Space

The work area is considered confined spaces and all applicable requirements of OSHA and in COE EM 385-1-1 shall apply. The Contractor shall submit a copy of their written permit for confined space in accordance with EM 385-1-1 as part of their accident prevention plan.

1.7.4.1 Permit-Required Confined Space

The work areas are considered permit-required confined spaces when performing the work.

1.7.5 Subcontractors

Compliance with the accident prevention and safety requirements by subcontractors will be the responsibility of the Contractor.

1.8 FIRE CONTROL

Each piece of internal combustion engine driven equipment used at the work site shall be equipped with a fire extinguisher in accordance with recommendation NFPA as appropriate. The minimum approved rating of extinguishers shall not be less than 5-B:C.

1.9 WORK SCHEDULES

1.9.1 Contractor's Schedule

At the prework meeting, the Contractor shall furnish a schedule of working hours and days of the week for contract work. The Contractor shall furnish notification of any change of schedule of regular work hours, overtime work hours, and shifts of work crews and personnel at the site. This notification shall be provided a minimum of 48 hours prior to any schedule change to allow suitable scheduling of Government personnel and inspection. Exception to this requirement may be allowed in case of schedule change due to emergency conditions.

1.9.2 Dworshak Fish Hatchery Schedule

Dworshak National Fish Hatchery personnel generally work from 7:00 a.m. to 3:30 p.m., Monday through Friday. Administrative staffs generally work from 7:30 a.m. to 4:00 p.m. Monday through Friday. Crews and staff do not work on weekends and Federal holidays.

1.10 CONTRACTOR WORK AREA

Work and storage areas will be available for the Contractor as indicated. The Government will not be responsible for providing security for stored equipment, supplies, and materials. The Contractor shall provide all necessary security.

1.11 COORDINATION OF INITIAL VAULT ACCESS VISIT

The Contractor shall coordinate a site visit for access to the substation 1 vault through the COR with Clearwater Power Company and Hatchery POC. The purpose of this initial visit shall be to allow verification of the measurements of electrical support components and bus termination features.

This site visit shall occur no later than 2 weeks after award of this Contract.

1.12 REGULAR CLEANUP AND DEBRIS DISPOSAL

Debris resulting from the work, such as packing cases, scrap lumber, and other debris shall be collected and removed from the project site daily and disposed of in a legal manner. All costs for removing debris shall be incidental to the work, and no separate payment will be made therefore. The Government's trash cans, dumpsters, etc. shall not be used.

1.13 PROTECTION AND RESTORATION OF EXISTING FACILITIES.

The Contractor shall take precautions to prevent damage to existing facilities while performing work under this contract. Upon completion of the work, all the existing facilities not included as a portion of the work shall be left in a condition better than or equal to the condition existing at time of contract award. Costs for maintenance, repair and restoration of any facilities shall be considered as incidental to and included in the bidding schedule prices.

1.14 CONTRACTOR'S CRANES

Contractor's cranes and equipment furnished for this work shall conform to all applicable OSHA Requirements and COE EM 385-1-1. Crane wheel and outrigger loading diagram and deck protection for outriggers shall be submitted for approval at least 14 calendar days prior to using any crane rated 50 tons or more on any of the project decks.

1.15 WARRANTIES

A copy of all manufacturer's standard warranties that are furnished with items of equipment supplied in this contract shall be given to the Contracting Officer. This requirement is in addition to any warranties or guaranties that may be specifically required in other sections of the technical specifications.

1.16 MAINTAIN WORKING AS-BUILT CONTRACT DRAWINGS

The Contractor shall maintain a current and accurate record of the work as actually constructed in the form of working "as-built" drawings by marking "as-built" conditions on the contract drawings. Blue pencil shall be used to mark information added to the drawings and red pencil shall be used to mark information deleted from the drawings. Contract drawings shall be maintained on-site during construction. The completeness and accuracy of the marked "as-built" drawings must be verified by Government Quality Assurance personnel prior to submission of progress payment requests. The working "as-built" drawings shall be submitted to the Contracting Officer after all "as-built" conditions have been marked on the working "as-built" contract drawings.

1.17 TRAFFIC CONTROL AND PUBLIC ACCESS

Existing public roads and access roads shall be kept open to vehicle traffic at all times. The Contractor shall conduct his work in such a manner as will obstruct and inconvenience traffic as little as possible. When necessary for the Contractor to operate on or cross existing highways or roads, the Contractor shall furnish signs lights, and /or other necessary safe guards to safely control and direct the flow of traffic. The Contractor shall obtain any and all required permits for such operations from the appropriate private or public authority at no additional cost to the Government.

1.17.1 Public Access Barriers

In areas where the public has access to the job site the Contractor shall construct temporary barriers around ongoing work with bright orange plastic fencing. The barrier shall be maintained until completion of the individual piece of work.

1.18 DISPOSITION OF REMOVED EQUIPMENT

All existing equipment removed and not reinstalled shall become the property of the Contractor, removed from the project site, and disposed of in a legal manner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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- 1.3 Substation 1 Revision
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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 General

In each instance, the contract price for an item shall constitute full compensation for furnishing all plant, labor, equipment, and materials, and for performing all operations required to complete the work included in the item as herein specified, or as otherwise approved.

1.2 Mobilization and Demobilization

Measurement and payment for mobilization and demobilization will be in accordance with CLAUSE: PAYMENT FOR MOBILIZATION AND DEMOBILIZATION of Section 00800. This item will be measured for payment as a complete pay item (LS) under Bid Item No. 0001, "Mobilization and demobilization," which price and payment will be full compensation for mobilizing and demobilizing all plant and equipment required for performance of the work, as specified and approved.

1.3 Substation 1 Revision

Substaion 1 revision will be measured for payment as a complete pay item (LS). Payment will be made at the lump sum price for Item No. 0002, "Substation 1 Revision," which price and payment shall be full compensation for all work required for construction of the substaion 1 revision, complete, as specified and approved.

1.4 As-built Drawings

As-built drawings will be measured for payment as a complete pay item (LS). Payment will be made at the lump sum price for Item No. 0003, "As-built drawings," which price and payment shall be full compensation for all work required for submission and approval as-built drawings, complete, as specified and approved.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

1.1.1 Submittal Descriptions (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

SD-03 Product Data

SD-06 Test Reports

SD-11 Closeout Submittals

1.1.2 Action Elements for Submittal Approval

AE	Architect/Engineer
CD	Construction Division
EA	Engineering Division, Architectural Design
EC	Engineering Division, Soils-Civil Design
ECC	Environmental Compliance Coordinator
EE	Engineering Division, Electrical Design
EG	Engineering Division, Geotechnical
EH	Engineering Division, Hydraulic Design
EM	Engineering Division, Mechanical Design
ES	Engineering Division, Structural Design
HDC	Hydroelectric Design Center
EP	Engineering Division, Specifications
PMP	Project Management Planning Division
PEC	Planning Division Environmental Compliance
SO	Safety Office

1.2 Submittals

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with This Section:

SD-01 Preconstruction Submittals

Submittal Register; G CD

1.3 Submittal of Shop Drawings

Submittal of shop drawings as may be required by applicable requirements of

the CONTRACT CLAUSES, the various sections of the TECHNICAL SPECIFICATIONS, and as indicated on the contract drawings shall be in accordance with the following additional requirements.

1.4 Quantity of Shop Drawings

Quantity of shop drawings to be submitted, as stated in CLAUSE: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION of the CONTRACT CLAUSES, shall be six copies in lieu of the four copies specified. Five of the six copies submitted will be retained by the Contracting Officer.

1.5 Shop Drawings

A shop drawing is a Contractor's or manufacturer's drawing, brochure, sample, certificate, calculation, warranty, or other submittal which provides detail for construction and quality control of permanent work.

1.5.1 Approval of Shop Drawings

All shop drawings shall be Contractor approved; however, certain specified submittals will also require Contracting Officer approval. Approval by the Contracting Officer is required when submittals: (1) are specially identified in the various sections of the TECHNICAL SPECIFICATIONS for Contracting Officer approval, or; (2) are extensions of design, or; (3) depict deviation from the contract (e.g. an "or equal" decision, etc.), or; (4) involve equipment compatibility to provide operational system. All other submittals are for Contracting Officer information purposes only.

1.5.2 Shop Drawings Approved by Contractor

Contractor shall review and correct all drawings to make them complete and in accordance with the contract. Approval by Contractor shall be indicated on each drawing by an "Approved" stamp with Contractor's name, signature, and date. Names and titles of individuals authorized by Contractor to approve drawings shall be provided prior to any submission. All shop drawings shall be submitted. Submittals which are for information only do not require Contracting Officer approval but will be monitored and spot checks will be made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for Contracting Officer approvals.

1.5.3 Shop Drawings Approved by Contracting Officer

Before submission, the Contractor shall review all shop drawings prepared by subcontractors, suppliers, and himself, for completeness and compliance with plans and specifications, and shall certify completeness and compliance with an approval stamp on each drawing or item of printed material. Red markings are reserved for Contracting Officer. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals which meet these requirements will be reviewed and processed as specified in paragraph: Approvals or Disapproval.

1.6 General Submittal Requirements

1.6.1 Required Submittals

The Contractor shall submit all items listed on the Submittal Register. In addition to the listed submittals the Contracting Officer may request submittals for items in the specifications or items shown on the drawings

when deemed necessary to adequately describe the work covered in the specifications and drawings.

1.6.2 Submittals

1.6.2.1 Submittal of Shop Drawings

Submittals of shop drawings, shall be complete in detail; shall indicate materials, fastenings, design criteria, stress computations, design calculations, test curves, and wiring diagrams; shall indicate, when applicable, dimensions, thicknesses, types, grade, class, gage, and working and test pressures; shall indicate construction details, reinforcement and anchorage, and methods of installation and erection with relation to appurtenant construction; and shall include all required detailed information necessary to indicate full compliance with the plans and specifications. Shop drawings shall be supported by sufficient descriptive literature such as certified laboratory test reports, laboratory test labels, catalogs, cuts, diagrams, and other data published by the manufacturer to demonstrate conformance with the contract drawings and specifications. Manufacturer's designations and model numbers alone will not be acceptable unless same as the designation or model number referenced in the plans and specifications.

1.6.2.2 Sequence of Submission

The sequence of submission of drawings shall be such that all information is available for checking each drawing when it is received. Contract number and project shall be shown directly above the revision space on all drawings submitted. Drawing details and notes shall be of such quality and clarity and of sufficient definition and line weight as to permit sharp and totally legible microfilming. All items shall be adequately identified to show where they will be used, and shall be referenced to applicable contract drawings and specification section.

1.6.2.3 Single Transmittal

All shop drawings submitted on a single transmittal (ENG form 4025) shall pertain to only one specification section. Computed weights of all items shall be indicated on the shop drawings. Where drawings are submitted for either (1) assemblies consisting of more than one piece of equipment, or (2) systems consisting of numerous components dependent one on the other for matching or compatible characteristics, complete information shall be submitted on all such related components at the same time.

1.6.2.4 Succeeding Submittals

All revisions on a drawing, after the original submittal, shall be shown by number, date, and subject in the revision block. Shop drawings for all items and equipment which are of special manufacture or fabrication shall consist of complete assembly and detail drawings. Shop drawing requirements apply whether or not the items or equipment are detailed on the contract drawings, or when revisions to such details are made or are specified in other sections of the TECHNICAL SPECIFICATIONS.

1.6.3 Drawing Dimensions

All shop drawings prepared by the Contractor for this contract shall conform dimensionally to Drawing No. WWD-40-33-01 (attached at the end of this Section).

1.7 Standard Manufactured Items

Shop drawings for all standard catalog items and equipment manufactured on a repetitive basis shall include complete outline and installation data. The contract number and applicable bid item number shall be noted on each sheet. When more than one size, rating, or type appears on the catalog sheet, each item to be used shall be clearly identified by marking the applicable data with a heavy black arrow at each side. Descriptive data and optional features not applicable to items being supplied shall be marked out. When more than one catalog item makes up a bid item, all catalog sheets making up the bid item shall be compiled as a set. Each set shall have a cover sheet upon which shall be shown the contract number, project name, bid item number, and nomenclature.

1.8 Trade-Named Materials and Equipment

If items called for in these specifications or on the contract drawings are identified by trade name or equal description, such identification is intended to be descriptive, but not restrictive, and indicates the quality and characteristics of products that will meet contract requirements. Equal products proposed for use will be considered for approval if such products are clearly identified in submittals and are determined by the Government to be equal in all material respects to the trade-name products referenced on the drawings or in the specifications. Determination as to equality of the product offered is the responsibility of the Government and will be based on information furnished by the Contractor in his submittal, as well as other information readily available to the Contracting Officer. Accordingly, to insure that sufficient information is available, the Contractor shall furnish as part of his submittal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Contracting Officer to (1) determine whether the product submitted meets the requirements of the contract documents, and (2) establishes exactly what the Contractor proposes to furnish and what the Government would be binding itself to accept by approving such product. The information furnished may include specific references to information previously furnished or to information otherwise available to the Contracting Officer. If the Contractor proposes to modify a product so as to make it conform to the requirements of the contract, he shall (1) include in his submittal a clear description of such proposed modifications and (2) clearly mark any descriptive material to show the proposed modifications.

1.9 Submittal Register

At the end of this section is the Submittal Register which is a listing of each item of equipment and material for which submittals are required by the specifications. Columns "c" thru "f" have been completed by the Government. The Contractor shall complete columns "a", "b", and "g" thru "k" and return two completed copies to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. In preparing the document, adequate time (minimum of 30 days) shall be allowed for review and approval and possible resubmittal. The CQC representative shall review the listing on the schedule at least every 30 days and take appropriate action to maintain an effective scheduling system. Three copies of updated or corrected listings shall be submitted to the Contracting Officer at least every 30 days. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register and the progress schedules shall be

coordinated.

1.10 Submittal Summary Sheets (ENG Form 4025)

This form is used to transmit all submittals listed on the Submittal Register or otherwise required by this contract. This form will be made available to the Contractor by the Government. Each transmittal shall contain the following information:

- (1) Project title, contract number, and Contractor's name.
- (2) Subcontractor, supplier, or manufacturer's name, as applicable.
- (3) Applicable specification paragraph number or numbers.
- (4) Contract drawing numbers and sheet numbers.

(5) Transmittal number. Transmittals shall be numbered in continuously ascending order by specification section. For example, the first transmittal from specification 15650 would be numbered 15650-1. The second transmittal would be 15650-2, etc. Any resubmittal, either required by previous rejection or for Contractor convenience shall be numbered with the original number plus a digit in the decimal place. For example, the first resubmittal of 15650-1 would be 15650-1.1 and the second resubmittal would be 15650-1.2.

- (6) Items submitted for approval.

The Contractor shall certify, with each submittal of shop drawing lists, that he has reviewed the submittal, etc., in detail and that they are correct and in strict conformance with the requirements of the contract drawings and specifications, except as may be otherwise explicitly stated. The certificate may be simply a signed statement by the Contractor attesting to the above requirements. Suppliers' or subcontractors' certificates are not acceptable as meeting this requirement; however, they may be attached to the Contractor's certificate to complete the submittal. The Contractor shall also certify, with each information copy of each Contractor approved submittal, as to the correctness and compliance of the submittal as specified above.

1.11 Approvals or Disapproval

1.11.1 Satisfactory Submittals

If the shop drawings and/or submittal documents as submitted are complete and the contents satisfy contract requirements, one paper copy or one copy of catalog data will be returned stamped "APPROVED." Such approval shall not be construed as authorizing any deviation from the plans and specifications, unless these deviations are brought to the attention of the Contracting Officer in the letter or summary sheet which transmits the shop drawings for approval and are also shown on the shop drawings. Deviations brought to the attention of the Contracting Officer or noted by the Government during review of shop drawings, and in either instance approved for use, shall be performed at no additional cost to the Government. If corrections are necessary, but in the opinion of the Contracting Officer are of a minor nature, the Government will revise and return one copy stamped, "APPROVED AS CORRECTED." If the Contractor objects to the revisions, he shall resubmit the submittal, including alternative revisions. He shall set forth his objections in accompanying

correspondence. If a modification to the contract is being prepared by the Government, submittals so affected will be marked, "Approval withheld due to forthcoming change order."

1.11.2 Unsatisfactory Submittals

If the submittals are incomplete or contents plus available supplemental information do not illustrate compliance with contract requirements, they will be appropriately marked showing items of noncompliance and one print will be returned stamped "RETURNED FOR CORRECTION" with reasons therefore if otherwise not obvious. The Contractor shall make any corrections required by the Contracting Officer, and shall resubmit the documents and data including the same number of prints as required for approval in the same manner as before. Every revision shall be shown by number, date, and subject in a revision block. If revisions are made by the Contractor after a drawing has been approved, the Contractor shall again resubmit for approval as noted above. The time consumed in preparing, submitting, and obtaining approval of submittals shall be included in the time allowed for completion of the contract.

1.11.3 Drawing Dimensions and Format

Shop drawings submitted under this section of the specifications which do not conform to the requirements as to size and format will be returned without action.

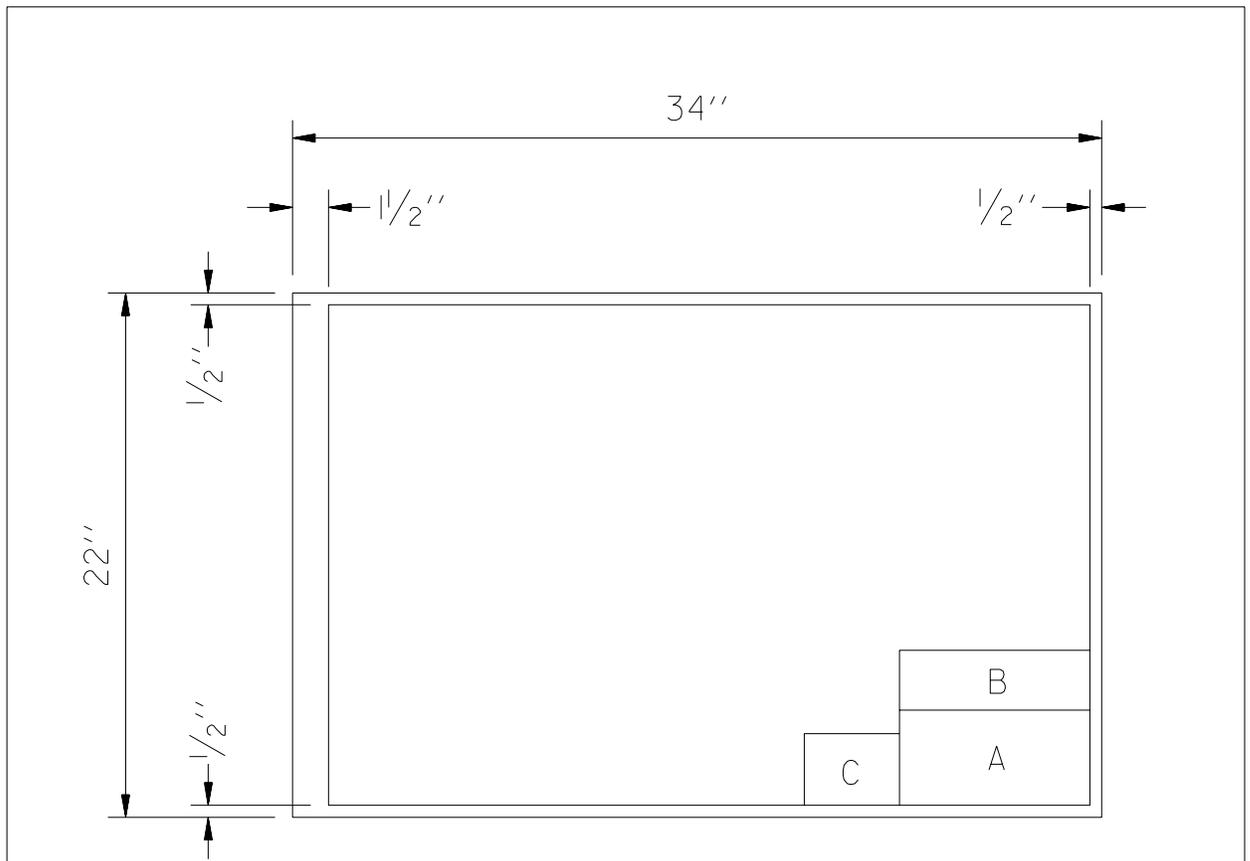
1.11.4 Government Review Period

The Contractor shall allow the Government 7 days to review submittals and for each resubmittal. The 7-day period shall commence at date of receipt of transmittals from the Contractor by the Government and the period shall end at date of signature of Approving Authority on ENG Form 4025.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --



LEGEND

- A - TITLE BLOCK - 4''X8''
 - B - REVISION BLOCK - 2 1/2''X8''
 - C - BLANK SPACE - 3''X4''
- (FOR CONTRACTING OFFICER'S USE)

U. S. ARMY ENGINEER DISTRICT
 WALLA WALLA
 CONTRACTOR
 SHOP DRAWINGS
 WWD-40-33-01

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)

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SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

Environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project operations and to enhance the natural appearance in its final condition. In order to prevent environmental degradation, the Contractor and his subcontractors in the performance of this contract, shall comply with all applicable Federal, State, and local laws, and regulations.

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" 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-01 Preconstruction Submittals

environmental protection plan; G,CD

1.2 NOTIFICATION

The Contractor shall promptly notify the Contracting Officer's Representative (COR), in writing, of any noncompliance with the aforementioned Federal, State, or local laws or regulations. In the event of a spill or release of pollutants the Contractor shall notify the COR immediately.

1.3 IMPLEMENTATION

Prior to commencement of the work the Contractor shall meet with the COR to develop mutual understandings relative to compliance with this provision and administration of the environment protection program. The Contractor shall then prepare a written environmental protection plan which shall be carried out throughout the life of this contract. The plan shall be submitted to the COR for approval within five working days after the meeting and no work shall commence until the plan has been approved. Acceptance of the Contractor's plan for environmental protection will not relieve the Contractor of its responsibility for adequate and continuing control of pollutants.

1.4 PROTECTION OF LAND RESOURCES

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of work that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his activities to areas defined by

these specifications or as approved. A drip pan shall be placed under every vehicle and piece of equipment when parked.

1.5 PROTECTION OF WATER RESOURCES

The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, concrete materials, calcium chloride, acids, herbicides, or other harmful materials. The Contractor shall comply with all applicable Federal, State, County and municipal laws concerning pollution of surface or subsurface waters.

1.5.1 Spillage

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, and sewage from entering surface and subsurface waters. A drip pan shall be placed under every vehicle and piece of equipment when parked. The Contractor shall provide and utilize the following prevention/cleanup materials:

- a. Fuel dispensing vehicles shall carry a Blue Ribbon Environmental (BRE) Tanker Fueling Berm or equal spill kit on board at all times.
- b. An emergency spill response kit shall be carried on board each piece of equipment performing work (Blue Ribbon Environmental BRE-PZ-MT-1818 or equal)

Blue Ribbon Environmental's corporate office phone number is
1-800-436-1050 or 509-489-1704.

- c. All hydraulically operated equipment used for cutting, sawing, drilling, and coring concrete shall be equipped with biodegradable oil.

1.5.2 Disposal

Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the COR, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to re-establish vegetation. The legal removal and disposal of any of the above materials shall be the responsibility of the Contractor.

1.6 PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter waterflows or otherwise disturb native habitat adjacent to the project areas which, in the opinion of the COR, are critical to fish or wildlife.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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SECTION 01405

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 CONTROL

Contractor Quality Control (CQC) is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The Contractor is responsible for quality control and shall establish and maintain an effective inspection system acceptable to the Government to produce an end product which complies with the contract requirements. The system shall cover all on-site construction operations and shall be keyed to the proposed construction sequence. The Contractor shall submit daily reports in compliance with paragraph DOCUMENTATION.

1.2 ORGANIZATION

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor, including stoppage of work and removal of noncomplying work. The CQC System Manager shall be on the site at all times during construction, including during the work of subcontractors

1.3 SUBMITTALS

The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements by signing the ENG FORM 4025.

1.4 AS-BUILT DRAWINGS

The Contractor shall maintain working "as-built" contract drawings as required in Section 01010.

1.5 DOCUMENTATION

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on WWD-QCR PO form which is at the end of this section, and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Test and/or control activities performed with results and references to specifications/plan requirements. List deficiencies noted along with corrective action.

- d. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- e. List instructions given/received and conflicts in plans and/or specifications.
- f. Contractor's verification statement on form WWD-QCR PO.
- g. Work performed today, giving location, description, and by whom.
- h. Material received with statement as to its acceptability and storage.
- i. Identify submittals reviewed, with contract reference, by whom, and action taken.
- j. 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 shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

1.6 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

(Sample of Quality Control Report, WWD-QCR (Rev Sep 85) follows)
-- End of Section --

CONTRACTOR'S NAME
(Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract No.: _____ Date: _____ Report No.: _____

Description and Location of Work: _____

WEATHER: (Clear) (P. Cloudy) (Cloudy) Temperature: _____ Min. _____ Max.
Rainfall: _____ inches

Contractor/Subcontractors and Area of Responsibility with Labor Count for Each:

- a. _____
- b. _____
- c. _____
- d. _____

Equipment Data: (Indicate items of construction equipment, other than hand tools, at the jobsite, and whether or not used.)

1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)*

2. Results of Surveillance: (Include satisfactory work completed, or deficiencies, with action to be taken.)*

a. Preparatory Inspection:

b. Initial Inspection:

c. Follow-up Inspections:

3. Tests Required by Plans and/or Specifications Performed and Results of Tests:

4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)*

5. Remarks: (Cover any conflicts in plans, specifications, or instructions, or any delay to the job attributable to weather conditions. Include environment protection activities, construction deficiencies and corrective action, etc.)*

6. Results of Safety Inspection: (Include safety violations and corrective actions taken.)*

(Contractor's Inspector)

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.*

CQC System Manager

*Attach additional sheet as necessary.

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SECTION 16050

ELECTRICAL WORK

PART 1 GENERAL

1.1 SCOPE

This section covers the work necessary to furnish and install the secondary conductors from the existing secondary bus to the new substation transformer being furnished by Clearwater Power Company. The contracted work is located in the Substation #1 Vault at Dworshak National Fish Hatchery Main Pumping Station.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The grade of all electrical materials and equipment, the quality of all workmanship and the nature and requirements of all electrical tests shall conform to these standards.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C2 (1993) National Electrical Safety Code

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA VE 1 (2002) Metal Cable Tray Systems

NEMA WC 3 (1992)& Revs; Rubber Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

NEMA WC 70 (1999)& Revs; Non-Shielded Power Cable 2000 Volts or Less

UNDERWRITERS' LABORATORIES, INC. (UL)

UL 44 (1997) Thermoset-Insulated (Rubber?) Wires and Cables

UL 83 (1998) Thermoplastic Insulated Wires and Cables (Rev thru Sep, 1999)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2002) National Electrical Code

INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)

IEEE 525 (1992) IEEE Guide for the Design and

Installation of Cable Systems in Substations

1.3 GENERAL REQUIREMENTS

1.3.1 Departures from Drawings

The contract drawings constitute the working drawings for construction and for purchase of required materials, and indicate the extent and general location and arrangement of equipment and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the equipment shall be properly located. If any departures from the contract drawings are deemed necessary by the Contractor, details of such departures and reasons therefor shall be submitted to the Contracting Officer for approval as soon as practicable but not later than 30 days before installation. No such departure shall be made without the prior written approval of the Contracting Officer.

1.3.2 Code

The installation shall be in accordance with the National Electrical Code (NFPA 70) and National Electrical Safety Code (ANSI C2) except where more stringent requirements are indicated herein or shown on the contract drawings. Omission of details on the drawings or in the specifications shall not be construed as permitting deviations from Code requirements.

1.3.3 Coordination

Cable trays and other equipment and materials shall be carefully coordinated with new and existing mechanical, electrical or structural features prior to installation and positioned accordingly. Consideration and coordination shall be undertaken with concurrent work by Clearwater Power Company, tasked with removing the existing substation transformers, installing replacement 3-phase pad-mount transformer together with pad and oil containment, providing penetrations between transformer and vault interior, terminating new secondary conductors required by this Contract, and terminating the primary conductors to the new transformer.

1.3.4 Special Environments

1.3.4.1 Weatherproof Locations

Wiring, Fixtures, and equipment in outdoor and underground vault locations shall conform to NFPA 70 requirements for installation in damp or wet locations.

1.3.5 Materials and Equipment

Materials and equipment shall be approved based on the manufacturer's published data. All electrical materials shall be new and unused. Defective equipment or equipment damaged in the course of installation shall be replaced or repaired without cost to the Government in a manner meeting the approval of the Contracting Officer. Insofar as practicable, equipment for the same, similar, or allied service shall be of the same make and type, and when of the same rating it shall be interchangeable.

1.3.6 Standard Products

Unless otherwise indicated, the materials and equipment to be furnished under this specification shall be the standard products of manufacturers regularly engaged in the production of such items and shall be the manufacturer's latest standard design.

1.3.7 UL Listing

The materials and equipment to be furnished under this specification shall be UL listed. The label or listing of the Underwriters Laboratories, Inc., shall 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 laboratory indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all requirements of the governing authority will be accepted.

1.3.8 As Built Drawings

Following the project completion or turnover, the Contractor shall furnish as-built drawings to the Contracting Officer in accordance with Section 01010, SUPPLEMENTARY REQUIREMENTS.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" 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-03 Product Data

Manufacturer's descriptive data shall include catalog cuts, literature, and other data as necessary to describe details of construction, methods of installation or mounting, and input/output interface characteristics which verify conformance with specifications. Where a catalog sheet covers more than one size or type of equipment, the specific item contemplated shall be identified in the catalog sheet by underlining or other suitable means. Items not applicable shall be marked out.

WIRE AND CABLE

Ground Conductors

CABLE TRAYS

SD-06 Test Reports

Tests

Reports of field tests conducted in compliance with these specifications, including test procedures, analysis and interpretation of test results. All test reports to indicate presence of government representative during testing.

1.5 INSPECTION AND TESTS

All apparatus furnished and all work performed shall be subject to inspection, and no apparatus shall be shipped until all required tests or inspections have been made or certified copies of reports of tests have been accepted. Acceptance of apparatus or waiving of the inspection thereof shall in no way relieve the Contractor of the responsibility for furnishing apparatus meeting the requirements of these specifications.

1.6 WORKMANSHIP

All work shall be completed in a thorough and workmanlike manner and shall conform to the best modern practice in the class of work regardless of any omission in the drawings and specifications.

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 CABLE TRAYS

Cable tray shall conform to NEMA VE 1, shall form a wireway system, and shall be of nominal 3 inch depth. Cable trays shall be constructed of zinc-coated steel and shall have a NEMA rating of 12B. Trays shall include splice and end plates, dropouts, and miscellaneous hardware. Edges, fittings, and hardware shall be finished free from burrs and sharp edges. Fittings shall have not less than the load-carrying ability of straight tray sections and shall have manufacturer's minimum standard radius. Radius of bends shall be 24 inches.

2.1.1 Ladder

Ladder-type cable trays shall be of nominal 24 inch width. Rung spacing shall be on 12 inch maximum centers.

2.2 INSULATED WIRE AND CABLE.

2.2.1 General

Wire and cable for power systems, 600 volts or less, shall comply with UL 44 and UL 83. Conductor size shall be as shown on the drawings or as required by the National Electrical Code.

2.2.2 Governing Standard

Materials, fabrication, and tests, unless otherwise specified, shall conform to the applicable requirements of NEMA WC 3 and NEMA WC 70. Cross-linked thermosetting polyethylene insulation and thermoplastic insulation shall conform to NEMA WC 70.

2.2.3 Type

The type of insulation shall be THHN, THW, or XHHW as listed in Table 310.13 of the National Electrical Code. Insulation shall be rated at 600

volts minimum.

2.2.4 Conductors

Conductors shall be annealed copper. Conductors shall have Class B stranding as indicated Appendix G of NEMA WC 70 ..

2.3 GROUNDING COMPONENTS

2.3.1 Ground Conductors

Ground conductors shall be bare, soft-drawn, Class A or B stranded copper cables sized in accordance with NFPA 70.

2.3.2 Grounding Devices

Connectors, inserts and grounding devices shall be equal to the types indicated on the drawings and, if not indicated, shall be listed for the intended application. Split bolt type connectors shall not be used.

PART 3 EXECUTION

3.1 CABLE TRAYS

Cable trays shall be supported in accordance with the recommendations of the manufacturer but at no more than 5 foot intervals. Hanger rods shall be 1/2 inch diameter galvanized steel, electrically isolated from cable tray with rubber grommets, sized for application. Adjacent cable tray sections shall be bonded together by connector plates of an identical type as the cable tray sections. The Contractor shall submit the manufacturer's certification that the cable tray system meets all requirements of Article 318 of NFPA 70. The cable tray shall be installed and grounded in accordance with the provisions of Article 318 of NFPA 70. Data submitted by the Contractor shall demonstrate that the completed cable tray systems will comply with the specified requirements.

3.2 WIRE AND CABLE INSTALLATION

3.2.1 General

All wire shall be provided in accordance with these specifications, the National Electrical Code Requirements and with the details and notes as shown on the drawings. The Contractor shall be responsible for determining the actual length required to make an installation without splices. The Contractor shall furnish all necessary materials, tools and equipment required for proper handling and installation of wire. Terminal lugs shall be installed on conductors at both ends and connected at one end to the associated terminals of the existing secondary bus duct. Wire shall be handled in a manner which will preclude damage to the conductor insulation or jacket. Any conductor damaged during installation shall be removed and replaced with equivalent conductor at no additional cost to the Government.

Installation of wire shall include installation of all supporting devices. Clearwater Power Company will terminate installed conductors to the secondary terminals of the new substation transformer.

3.2.2 Equipment

3.2.2.1 Conductor Identification

Conductor Identification shall be provided where a termination is made.

(1) Phase Conductors

Phase conductors shall have color-coded insulation or shall be marked with electrical tape of the required color half-lapped for at least a 2-inch length within 6-inches of the end of the conductor. The color of the insulation of the ungrounded conductors shall be as follows:

480/277 volt, 3-phase: orange, yellow, and brown.

3.2.2.2 Bends

The minimum radius to which an insulated conductor larger than No. 8 AWG or a multiple-conductor cable may be bent, without specific approval, whether permanently or temporarily during installation, shall be 10 times the diameter over the outer coverings. In these instances where this radius is not possible, approval of the Contracting Officer will be required for bends of less than 10 diameters.

3.2.2.3 Terminations

Secondary conductor terminations at the existing bus duct shall utilize the indicated type lugs or approved equal. It shall be the responsibility of the Contractor to perform the necessary measurements of the existing stud terminals to ensure sizing requirements are met for installing new lugs. These measurements include, but are not limited to, bolt-hole spacing, bolt-hole size, and stud terminal size and constraints. Either locking nuts or lock washers shall be used on all stud terminals.

3.2.2.4 Tests

After installation, but just prior to terminal connection to equipment, all conductors shall be tested, in accordance with IEEE 525, paragraph 11, and as follows:

(1) Insulation resistance ("Megger") test between any possible combination of conductors in the same cable and between each conductor and station ground, with all other conductors in each conduit or cable grounded. Test voltage shall be minimum 500 VDC, applied for one minute. The minimum acceptable insulation resistance shall be:

$R \text{ in m}\Omega = (\text{rated voltage in kV} + 1) \times 1000 / \text{length in feet (or } 304.8 / \text{length in meters)}$

(2) Continuity test of each conductor from terminal to terminal and phase identification check of power conductors.

(3) Suitable records shall be kept of all tests, indicating the "Megger" readings, continuity test, and conductor identification markings. All tests shall be witnessed by a Representative of the Contracting Officer. A duplicate record of all tests shall be

furnished to the Contracting Officer. Prior to testing, the Contractor shall submit his test record form for approval of the Contracting Officer.

(4) Any length of wire or cable failing under the above tests shall be replaced by the Contractor at no additional cost to the Government.

(5) The Contractor shall furnish all instruments and personnel required for these tests

(6) Tests shall be witnessed by a representative of the Contracting Officer and the Contractor shall provide names of witnesses with test record submittals.

3.3 GROUNDING SYSTEM

3.3.1 General

The ground system shall comply with Article 250 of the NFPA 70 (National Electrical Code).

3.4 UTILITIES

3.4.1 Secondary Conductors

Secondary service conductors shall be furnished and installed by the Contractor. Conductors shall be installed in cable tray furnished by the Contractor.

3.5 TESTS

After the installation is completed, operational testing will be performed by Clearwater Power Co.

3.6 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain quality control to insure compliance with contract requirements and maintain records of his quality control for all construction operations including, but not limited to, the following:

- (1) Cable trays
- (2) Insulated wire and cable
- (3) Ground cable, fittings and connections
- (4) After installation, check for damage to paint surfaces, deformed or cracked metal, broken or faulty instruments, relays and other fragile devices.
- (5) Megger tests, continuity tests, grounding tests, operational tests as listed in the paragraph "TESTS" above, and test reports.

A copy of records and tests, as well as the records of corrective action taken, shall be furnished as hereinbefore specified.

General Decision Number: ID030017 03/05/2004

State: **Idaho**

Construction Types: Heavy

Counties: Adams, Bear Lake, Benewah, Bingham, Blaine, Boise, Bonner, Bonneville, Boundary, Butte, Camas, Caribou, Cassia, Clark, Clearwater, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Idaho, Jefferson, Jerome, Kootenai, Latah, Lemhi, Lewis, Lincoln, Madison, Minidoka, Nez Perce, Oneida, Owyhee, Payette, Power, Shoshone, Teton, Twin Falls, Valley and Washington Counties in Idaho.

HEAVY CONSTRUCTION PROJECTS

Supersedes General Decision ID020030001

Modification Number Publication Date

0 03/05/2004

* CARP0001-010 06/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
Carpenter (Including Cement Form Work).....	\$ 23.21	6.75

* CARP0808-004 01/01/2004

ADAMS, BEAR LAKE, BINGHAM, BOISE, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES
ZONE 1

	Rates	Fringes
Carpenter (Including Cement Form Work).....	\$ 22.56	6.61
Zone Differential (Add to Zone 1 rates): Zone 2 - \$1.50		

* ELEC0073-007 07/01/2003

IDAHO (SOUTH OF THE 46TH PARALLEL) COUNTY

	Rates	Fringes
Cable splicer.....	\$ 24.37	3%+11.03
Electrician.....	\$ 23.97	3%+11.03

* ELEC0073-008 07/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO(NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
Cable Splicer.....	\$ 24.37	3%+11.03
Electrician.....	\$ 23.97	3%+11.03

* ELEC0291-007 06/01/2003

ADAMS, BOISE, ELMORE, GEM, PAYETTE, VALLEY AND WASHINGTON COUNTIES

	Rates	Fringes
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Cable splicer.....\$ 26.69 3%+7.89
 Electrician.....\$ 24.26 3%+7.89

 * ELEC0449-001 12/01/2003
 BEAR LAKE, BINGHAM, BONNEVILLE, BUTTE, CARIBOU, CLARK, CUSTER,
 FRANKLIN, FREMONT, JEFFERSON, LEMHI, MADISON, ONEIDA, POWER AND
 TETON COUNTIES

	Rates	Fringes
Electrician		
CONTRACTS \$250,000 AND		
UNDER.....	\$ 19.16	5%+8.00
CONTRACTS OVER \$250,000.....	\$ 22.81	5%+8.00

 * ELEC0449-006 12/01/2003
 BLAINE (SOUTH OF HIGHWAY 20), CAMAS, CASSIA, GOODING, JEROME,
 LINCOLN, MINIDOKA AND TWIN FALLS COUNTIES

	Rates	Fringes
Electrician		
CONTRACTS \$500,00 AND		
UNDER.....	\$ 18.28	5%+6.85
CONTRACTS OVER \$500,000.....	\$ 21.83	5%+6.85

 * ELEC0449-007 12/01/2003
 BLAINE (NORTH OF HIGHWAY 20) COUNTY

	Rates	Fringes
Electrician.....	\$ 22.13	5%+6.85

 * ENGI0370-013 01/01/2004
 ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE,
 CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM,
 GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME,
 LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE,
 POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES
 ZONE 1

(Anyone working on HAZMAT jobs working with supplied air shall
 receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer		
Including all		
attachments.....	\$ 22.47	7.22
Power equipment operator - crane		
Over 50 tons.....	\$ 22.84	7.22
Tower Crane Operator.....	\$ 22.84	7.22
Up to and including 50 tons.....	\$ 22.47	7.22
Power equipment operator - oiler.....	\$ 22.30	7.22
Power equipment operator - scraper		
ALL SCRAPERS UP TO AND INCLUDING 40 YARDS.....	\$ 22.47	7.22
All scrapers, pulling		

wagons, belly dumps and attachments, over 40 yards to and including 60 yards.....	\$ 22.84	7.22
Elclid and similar, pulling wagons, belly dumps and attachments, over 60 yards to and including 80 yards.....	\$ 23.07	7.22
Euclid and similar, pulling wagons, belly dumps and attachments, over 80 yards to and including 100 yards.....	\$ 23.30	7.22
Euclids and similar, pulling wagons, belly dumps and attachments, over 100 yards.....	\$ 23.55	7.22

If a project is located in more than one zone the lower zone rate shall apply

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.50

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described

BOOM PAY: All Cranes and Concrete Pump Boom Trucks

100 ft to 150 ft	\$.15 over scale
150 ft to 200 ft	\$.30 over scale
Over 200 ft	\$.45 over scale

NOTE: When the crane operator receives additional pay for long boom, the Oiler Shall also receive such additional pay. In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

* ENGI0370-014 08/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer (D-6 & equivalent and		

over).....	\$ 23.02	7.37
(To D-6 or equivalent).....	\$ 22.42	7.37
Power equipment operator - crane		
25 TONS AND UNDER (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 22.74	7.37
85 TONS AND OVER, AND ALL CLIMBING, OVERHEAD, RAIL AND TOWER.....	\$ 24.39	7.37
OVER 25 TONS UP TO AND INCLUDING 45 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 23.02	7.37
OVER 45 TONS TO BUT NOT INCLUDING 85 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 23.29	7.37
Power equipment operator - oiler.....	\$ 22.58	7.37
Power equipment operator - scraper		
(All, Rubber-Tired).....	\$ 23.02	7.37
(Multiple engine with three or scrapers).....	\$ 23.29	7.37

Zone Differential (Add to Zone 1 rate): Zone 2- \$2.00
 BASE POINTS: Spokane, Moses Lake, Pasco, Washington;
 Lewiston, Idaho

Zone 1: Within 45 radius miles from the main post office
 Zone 2: Outside 45 radius miles from the main post office

BOOM PAY: (All Cranes, including Tower)
 180' to 250' \$.30 over scale
 Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes,
 they shall be measured from the base of the Tower to the
 point of the boom.

 * IRON0014-009 07/01/2003
 ADAMS (REMAINDER OF COUNTY), IDAHO (SOUTH OF THE 46TH
 PARALLEL), LEMHI (NORTHWEST CORNER), VALLEY (NORTHEASTERN 1/3)
 AND WASHINGTON (NORTHWESTERN 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 26.32	12.45

 * IRON0014-010 07/01/2003
 BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO(NORTH OF THE 46TH
 PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 26.32	12.45

 * IRON0732-005 06/01/2003
 ADAMS (EAST CORNER), BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE,

BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CLUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, JEFFERSON, JEROME, LINCOLM, LEMHI (REMAINDER OF COUNTY), MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SOUTHEAST 2/3), AND WASHINGTON (SOUTHEAST 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 21.03	9.91

* LABO0155-003 01/01/2004

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES
ZONE 1 (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Laborer: General/Cleanup.....	\$ 19.18	7.65

If a project is located in more than one zone the lower zone rate shall apply

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.50

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described above.

* LABO0238-013 06/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES
ZONE 1

	Rates	Fringes
Laborer: General/Cleanup.....	\$ 19.46	6.50
Zone Differential (Add to Zone 1 rates):	Zone 2 - \$2.00	
BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston		
Zone 1: 0-45 radius miles from the main post office.		
Zone 2: 45 radius miles and over from the main post office		

SUID2003-007 09/03/2003

	Rates	Fringes
Cement Mason/Finisher.....	\$ 20.22	7.98
Laborer: Tamper.....	\$ 8.00	2.84
Pipe layer.....	\$ 14.26	0.00
Power Equipment Operator		

(Gradall).....\$ 22.84	3.62
Power Equipment Operator (Loader).....\$ 21.33	3.43
Power Equipment Operator Excavator.....\$ 20.24	0.00
Power equipment operator - backhoe.....\$ 18.96	4.42
Truck Driver (6 Axle Dump).....\$ 24.70	3.90
Truck Driver, Dump.....\$ 17.82	0.00
Truckdriver, Water Truck.....\$ 20.89	4.06

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Unlisted classifications needed for work not included within
the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on
a wage
determination matter
* a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests
for summaries
of surveys, should be with the Wage and Hour Regional Office
for the area in
which the survey was conducted because those Regional Offices
have
responsibility for the Davis-Bacon survey program. If the
response from this
initial contact is not satisfactory, then the process described
in 2.) and
3.) should be followed.
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, DC 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, DC 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, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION