



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
NEW YORK, N.Y. 10278-0090

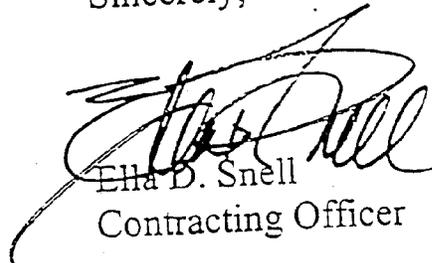
Contracts Branch
Contracting Division

SUBJECT: Central Contractor Registration

TO ALL PROSPECTIVE CONTRACTORS:

Please be advised that it is now required to register with the CCR (Central Contractor Registration) in order to perform work for the Federal Government. For additional information, please refer to the instruction sheet on the back of this letter, which includes the appropriate websites and telephone numbers.

Sincerely,



Ella D. Snell
Contracting Officer

CENTRAL CONTRACTOR REGISTRATION

[HTTP://WWW.ACQ.OSD.MIL/EC](http://www.acq.osd.mil/ec)

1(800) 334-3414

The Central Contractor Registry (CCR) is the Government's new national storing house of commercial and financial information on current and would-be contractors.

CCR eliminates the requirement for current and future contractors to submit Standard Form 129 and provides a single location for registering to conduct business with the Federal Government. Access to the register is available via the World Wide Web. A registration workbook is available for downloading from this site. It is highly recommended you review it prior to processing CCR to ensure all required information is available. Contractors are required to have a DUNS (Data Universal Numbering System) assigned by Dunn & Bradstreet at no charge (call 1-800-333-0505).

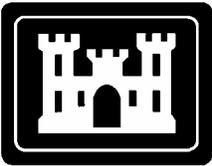
The initial Web Site application capability is for the initial contractor registration only. The ability to change, update or cancel a registration and query contractor information via the Web is currently in effect. After submitting a registration, contractors may use the Web application to inquire as to the status of their registration. Typically, a registration will be activated within 48 hours after receiving a complete and accurate application via the Internet. To register via the Internet, go to <http://ccr.edi.disa.mil>. Registration of an applicant through fax or mail may take up to 30 days. The mailing addresses are as follows: For firms with Legal business names beginning with the letters A-K or a number use CCR Registration Assistance Center, 2000 South Loop 256, Suite 11, Palestine, Texas 75801, FAX NO: (903) 729-7988. For firms with Legal business names beginning with the letters L-Z or a number use CCR Registration Assistance Center, 1450 Scalp Avenue, Johnstown, PA. 15904 FAX NO: (814) 262-2326. For those Contractor's who chose to register by mail, a paper registration form can be used and sent or faxed to the appropriate above address who will also furnish the form. Once successfully registered in CCR, a notice will be sent via email, fax, or regular post with information that a Trading Partner Identification Number (TPIN) will soon follow. For CCR implementation and contract questions please contact Robert Cooper at (703) 681-7573.

Anyone may access CCR via the Web to inquire whether vendor is registered at the following site: <http://ccr.edi.disa.mil>.

Information or assistance is available from your local Electronic Commerce Resources Center or Electronic Commerce Information Center at 1-800-334-3414 (8am-8pm), Monday-Friday, except Federal Holidays.

Additionally, your local Procurement Technical Assistance Center (PTAC) employs highly skilled professionals to help businesses like ours earn Federal and State Government contracts; assist with your CCR enrollment. The PTAC can provide Government specifications, daily listings of bid opportunities, bid history and contract award results, training and assistance with Electronic Data Exchange (EDI).

To find the office nearest you, the national PTAC directory can be accessed at Website <http://www.fedmarket.com/tecassis.html>.



**US Army Corps
of Engineers®**
New York District

**SECURITY FENCE PROJECT
UNITED STATES MILITARY ACADEMY
WEST POINT, NEW YORK**

Specifications

Sol. No. W912DS-04-B-0006

US ARMY ENGINEER DISTRICT, NEW YORK

INVITATION FOR BID NO. W912DS-04-B-0006

CHECK LIST FOR BIDDERS

ATTACHED IS IFB NO. W912DS-04-B-0006
SECURITY FENCE PROJECT
UNITED STATES MILITARY ACADEMY
WEST POINT, NEW YORK

ALL INFORMATION REQUIRED BY THE TERMS OF THIS SOLICITATION MUST BE FURNISHED. MISTAKES OR OMISSIONS MAY RENDER YOUR BID INELIGIBLE FOR AWARD. IMPORTANT ITEMS FOR YOU TO CHECK ARE INCLUDED IN BUT NOT LIMITED TO THOSE LISTED BELOW. THIS INFORMATION IS FURNISHED ONLY TO ASSIST YOU IN SUBMITTING A PROPER BID.

HAVE YOU ACKNOWLEDGED ALL AMENDMENTS?

HAVE YOU COMPLETED THE "REPRESENTATIONS AND CERTIFICATIONS" (SECTION 00600) PORTION OF THE SOLICITATION?

IS YOUR DUNS NUMBER LISTED ON THE STANDARD FORM 1442?

IS YOUR BID PROPERLY SIGNED?

A BID BOND IS REQUIRED. HAS YOUR SURETY PROVIDED YOU WITH A BID BOND ON STANDARD FORM 24 OR A SIMILAR FORM CONTAINING THE SAME LANGUAGE AS A STANDARD FORM 24?

IS YOUR BID GUARANTEE IN THE PROPER AMOUNT?

IS YOUR BID GUARANTEE PROPERLY SIGNED BY BOTH THE BIDDER AND SURETY AND ARE ALL REQUIRED SEALS AFFIXED?

IS THE NAME IN WHICH YOU SUBMITTED THE BID THE SAME ON YOUR BID AS ON THE BID BOND?

IS YOUR BID BOND INCLUDED WITH YOUR BID? (A LATE BID GUARANTEE IS TREATED THE SAME AS A LATE BID)

HAVE YOU ENSURED THAT YOU HAVE NOT RESTRICTED YOUR BID BY ALTERING THE PROVISIONS OF THE SOLICITATION?

NEW YORK DISTRICT
CORPS OF ENGINEERS
NEW YORK, NEW YORK 10278-0090

INVITATION FOR BIDS
FOR
SECURITY FENCE PROJECT
UNITED STATES MILITARY ACADEMY
WEST POINT, NEW YORK

1. Attached is INVITATION FOR BIDS (IFB) NO. W912DS-04-B-0006.
2. BIDS MUST BE SET FORTH full, accurate, and complete information as required by this Invitation for Bids, including attachments. The penalty for making false statements in bids is prescribed under Title 18, United States Code, Section 1001.
3. SUBMISSION OF BIDS: Complete details concerning proper submission of bids are contained in the INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS (Section 00100).
4. Note the REQUIREMENT FOR AFFIRMATIVE ACTION of the EQUAL OPPORTUNITY clause as it applies to the contract resulting from this solicitation. (See paragraph NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY in Section 00100 of this IFB).
5. REPRESENTATIONS AND CERTIFICATIONS – SECTION 00600
Bidders and Offerors are required to complete the REPRESENTATIONS AND CERTIFICATIONS and submit them with their bids.

Within Section 00600, note in particular the CERTIFICATION OF NONSEGREGATED FACILITIES. Failure of a bidder or offeror to agree to the certification will render his bid or offer non-responsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause (1984 APR).

6. THIS PROJECT IS 8(a) COMPETITIVE.

SECURITY FENCE PROJECT
West Point, New York

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00600 REPRESENTATIONS AND CERTIFICATIONS
00700 CONTRACT CLAUSES
00800 SPECIAL CONTRACT REQUIREMENTS
00900 DAVIS-BACON ACT WAGE RATES

DIVISION 01 - GENERAL REQUIREMENTS

01311 PROJECT SCHEDULE: BAR CHART
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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS-04-B-0006	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01-Jul-2004	PAGE OF PAGES 1 OF 75
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4070-6647	6. PROJECT NO.
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7. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278 TEL: 212-264-0238 FAX: 212-264-3013	CODE W912DS	8. ADDRESS OFFER TO <i>(If Other Than Item 7) CODE</i> See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME INA J OHRWASHEL	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-0154
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SOLICITATION

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

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

SECURITY FENCE PROJECT,
UNITED STATES MILITARY ACADEMY, WEST POINT, NEW YORK

THIS IS AN 8A COMPETITIVE,

NAICS CODE 238990

CONTRACT SPECIALIST - INA J. OHRWASHEL 212-264-0154
PROJECT MANAGER - NICK MASTORAKIS - 212-264-4883

11. The Contractor shall begin performance within 5 calendar days and complete it within 730 calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM *(hour)*
local time 03 Aug 2004 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

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

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
	See Item 14
CODE	FACILITY CODE

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

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		
30B. SIGNATURE	30C. DATE	TEL:	EMAIL:
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Security Fence FFP United States Military, Academy, West Point, New York PURCHASE REQUEST NUMBER: W16ROE-4070-6647	1	Lump Sum		

NET AMT

FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.236-1	Performance of Work by the Contractor	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(End of statement)

52.222-23 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
17.0%	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 **Orange County, New York** (End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**Chief, Contracting Division
U.S. Army Corps of Engineers
26 Federal Plaza, Room 1843
New York, New York 10278-0090**

(End of provision)

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

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

<http://web2.deskbookosd/mil>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting

requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(End of provision)

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

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

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990

(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.

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

___ Black American.

___ Hispanic American.

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

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

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

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

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

The offeror represents that --

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

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

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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

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

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

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

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

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

- (1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) United States person is defined in 50 U.S.C. App. 2415(2) and means--
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

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

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

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

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or

subcontract resulting from this solicitation.

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.228-1	Bid Guarantee	SEP 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than .730* The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)-- ALTERNATE I (NOV 1989)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
 - (4) The offeror's approved business plan is on the file and serviced by . SBA New York or SBA New Jersey
- (b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov.far>

<http://farsite.hil.af.mil>

<http://www.dtic.mil.dfars>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

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 provisions by reference, 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 that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform 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:

Title	File	Drawing No.
See Section 0800 (End of clause)		

Section 00800 - Special Contract Requirements

0900

Section 00800

SPECIAL CONTRACT REQUIREMENTS

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- 3 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTORS
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SECTION 00800
SPECIAL CONTRACT REQUIREMENTS
(NYD rev 6/03)

1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:

a. The Contractor shall be required to (I) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (ii) prosecute the work diligently, and (iii) complete the entire work ready for use not later than 730 calendar days after the date the Contractor receives the notice to proceed, except in case the Contracting Officer determines that seeding is not feasible during the construction period, the Contractor shall accomplish such seeding in the first planting period following the contract completion date. This action will not operate to extend the performance time for the balance of the work. The time stated for completion shall include final cleanup of the premises.

b. Location: The site of work is located at United States Military Academy, West Point, NY. The site of the work is on a military reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the Contractor.

c. The Contractor shall furnish all labor, materials, equipment, and services (except those furnished by the Government) for the following work: construction of a fence for the West Point Proper.

d. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject, in every detail, to his supervision, direction, and instructions.

e. Magnitude of Construction Project: The estimated value of the proposed work is between \$1,000,000 and \$5,000,000.

2. LIQUIDATED DAMAGES – CONSTRUCTION

a. If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$555 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$139 per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.

3. EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTORS

Notwithstanding the clause of this contract entitled "Subcontracts", the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

4. INSURANCE – WORK ON A GOVERNMENT INSTALLATION

a. The Contractor shall procure and maintain during the entire period of his

performance under this contract the following minimum insurance:

(1) General Liability Insurance (Comprehensive form of policy):

Bodily Injury Liability - \$500,000 per occurrence.

(2) Automobile Liability Insurance (Comprehensive form of policy):

Bodily Injury Liability - \$200,000 per person and \$500,000 per accident.

Property Damage Liability - \$20,000 per accident.

(3) Workmen's Compensation and Employer's Liability Insurance:

Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is also required.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a 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 thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substances of this clause, including this paragraph c., in all subcontracts hereunder.

5. PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

6. CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificates shall be signed by an official authorized to

certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certification apply. Copies of laboratory tests reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfying material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

7. IMPLEMENTING GUARANTEES

At any time subsequent to the acceptance by the Government of a completed installation under this contract, which installation is required to be covered by a specific guarantee under the terms of the various sections in the TECHNICAL PROVISIONS, the Base Commander will be an authorized party for the purpose of implementing the provisions of such guarantees in behalf of the Government.

8. BID GUARANTEE

See contract clause entitled BID GUARANTEE in Section 00700 CONTRACT CLAUSES.

9. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

See Index of Drawings for the list of contract drawings.

10. RECORD DRAWINGS

a. **General:** The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.) for the project. The Contractor is required to make prints or mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable. If the Government cannot provide CAD files for the project drawings, mylar (reproducible) drawings will be provided. The contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Partial payment will be withheld (amount to be determined) if the monthly review of as-built drawings reveals inaccuracies or incompleteness of as-built conditions. Progress as-builts shall show the following information, but not limited thereto:

(1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features. Average depth below surface shall also be indicated. The location of all underground utility lines, valve boxes or other items shall be located using a minimum of two tie-point dimensions. All dimensions must be taken from permanent structures or points that will remain after the construction work is completed.

(2) The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler and irrigation systems.

(10) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

- c. **Hand Drafting:** If mylars only are provided to the Contractor, they shall be updated using hand drafting. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.
- d. **Protection of Records:** The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.
- e. **50% As-Built Update:** At the 50% point in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record or mylar drawings to produce required prints.
- f. **Preliminary Record Drawing Submittal:** At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.
- g. **Record Drawing Submission:** In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars only were provided to the Contractor, they shall be hand-lettered or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

- Three (3) CD's (ROM) of CAD files of Record Drawings.**
- One (1) set of Mylar Record Drawings**
- One (1) copy of prints of Record Drawings.**

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract..

- h. **Property:** All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.
- i. **Payment:** No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

11. DESIGNATION OF PROPERTY ADMINISTRATOR

The Chief, Property and Accounting Section, U.S. Army Engineer District, New York, Federal Building, 26 Federal Plaza, New York, N.Y. 10278-0090 is designated as Property Administrator, in connection with this contract.

12. PHYSICAL DATA

Information and data furnished or referred to below is furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

- a. Weather Conditions: Climatological data determined from records of the U.S. Weather Bureau Station,

Mean Annual Temperature: 51.9 degrees F
Mean Annual Precipitation: 46.1 inches

See also paragraph entitled TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

- b. Transportation Facilities:

(1) Railroads: Conrail serves the locality o the proposed work. The Contractor

shall make all arrangements at his expense for the use of sidings necessary for the delivery of materials, equipment, supplies, and other facilities required for completion of the work. The Contractor's use of sidings must be arranged so as not to interrupt or delay the operation of the Military reservation.

(2) Highways and Roads: Interstate highway 9W and Conrail serve the locality of the proposed work. Roads within the military reservation proposed to be used by the Contractor, shall be subject to prior approval of the Post authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

13. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and DFARS 252.215-7000 (Dec. 1991) as follows: In determining whether a pricing adjustment is expected to exceed \$100,000, the term "pricing adjustment" shall mean "the aggregate increases and /or decreases in cost plus applicable profits."

14. PAYMENT FOR MATERIALS DELIVERED OFF-SITE

Pursuant to the Contract Clause in this contract titled "Payment Under Fixed-Price Construction Contracts", materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of materials and labor incorporated into the item.

15. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

a. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractors at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's

accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, *"Construction Equipment Ownership and Operating Expense Schedule," Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiation shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(* This manual can be ordered from the Government Printing office by calling telephone number (202) 783-3238. There is a charge for the manual.)

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

16. ALTERATIONS IN CONTRACT

Portions of this contract are altered as follows:

Add the following sentence to paragraph "g" of basic contract clause,
SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION:

"Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted."

17. AVAILABILITY AND USE OF UTILITY SERVICES AND PERMITS

a. The Government shall make all reasonable amounts of utilities available to the Contractor without charge from existing outlets and supplies available to the Government on military installations. Otherwise the contractor shall make arrangements with local utility companies for connection, metering and payment for utilities at its expense. The Contractor shall carefully conserve any utilities furnished without charge. If the use of utilities is abused the Contractor will be required to meter and pay for utilities.

b. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters where required. The Contractor shall furnish to the Contracting Officer Representative a complete system layout drawing showing type of materials to be used and method of installation for all temporary electrical systems. Telephone service is the responsibility of the Contractor. The Contractor shall maintain all temporary lines in a workmanlike manner satisfactory to the Contracting Officer Representative. Before final acceptance of the work by the Government, the Contractor shall remove all temporary connections, distribution lines, meters and associated paraphernalia.

c. Utility Service Interruptions. The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and communication service to or within existing buildings and facilities being used by others. No single outage will exceed 4 hours unless approved in writing. The time and duration of all outages will be coordinated with the Using Agency by the Contracting Officer Representative. All outages or interruptions shall be scheduled during weekends, unless specifically approved by the Contracting Officers Representative.

d. Digging Permits and Road Closings. No excavation whether minor or major including trenching, sidewalk replacement, etc. will be permitted without an approved digging permit. No road closure will be permitted without an approved permit. The Contractor shall allow 14 calendar days from date of written application to receive permission to dig and to close roads. Contractor will ascertain the name of the individual to submit the application from Government representative. Contractor shall carefully avoid contact or damage with any known or identified underground utilities. Roads shall only be closed one lane at a time, and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications. Work located along the alert force route shall not cause blockage, and the Contractor shall maintain unobstructed access for alert force traffic at all times. Contractor shall apply for renewal of work permits as required if the work continues beyond the original permit expiration date.

e. Metal Burning and Welding and Access to Confined Spaces. Permits for such work shall be obtained in advance as required by the operator of the facility. Contractor shall coordinate through Government Representative for such permits.

18. SALVAGE MATERIALS AND EQUIPMENT

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

19. IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY

None.

20. CONSTRUCTION PROJECT SIGNS

The Contractor shall construct two signs; one for project identification and the other to show on-the-job safety performance.

a. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected as soon as possible and within 15 calendar days after the date of Notice to Proceed.

b. The two signs are to be displayed side by side and mounted for reading by passing viewers. Exact placement location will be designated by the Contracting Officer.

c. Panels are fabricated using HDO (High-Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflective vinyl.

d. All legends are to be die-cut or computer-out in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

e. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the work area.

21. LABOR SURPLUS AREA EXPENDITURE REQUIREMENTS

a. The site of the construction work is located in an area determined by the Secretary

of Labor to be a Labor surplus Area. Accordingly the Contractor hereby agrees to perform a substantial portion of the contract work in this or in any other labor surplus area. “Substantial portion” means the aggregate costs that will be incurred by the Contractor and his first-tier subcontractors and suppliers, on account of manufacturing, production, or services performed in this or any labor surplus area, and the costs that will be incurred by second-tier and lower-tier subcontractors on the construction site will exceed fifty percent (50%) of the price of this contract.

b. Upon request, the Contractor shall furnish to the Contracting Officer data to substantiate that this obligation is satisfied.

c. The Contracting Officer will furnish upon request a list of labor surplus areas.

22. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extension for unusually severe weather in accordance with the contract clause entitled “Default: (Fixed Price Construction).” In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. 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.

b. 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.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor’s progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK**

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
(8)	(7)	(7)	(9)	(9)	(8)	(5)	(7)	(5)	(8)	(6)	(9)

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical

activities for 50 percent or more of the Contractor's scheduled workday. 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 2 above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

23. SCHEDULING AND DETERMINATION OF PROGRESS

Pursuant to the contract clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section 'PROJECT SCHEDULE'.

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause, SCHEDULING FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestones dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedules which the Contractor is required to prepare and submit, shall be actual progress to be entered include or reflect any materials which even though on the site, are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause, PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

24. IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting

Officer for cancellation upon the release of any employees. When required by the Contracting Officer, the Contractor shall obtain and submit finger-prints of all persons employed or to be employed on the project.

25. FIELD OFFICE

a. The Contractor shall furnish at the job site, prior to the start of work, a 20 feet by 15 feet field office for the use by Government representatives for the duration of the contract. Field office and contents remain the property of the contractor. The exact location will be designated by the Contracting Officer. The building shall be well constructed and properly ventilated and shall contain a closet and door and windows which shall be capable of being locked, four (4) new ergonomically-designed chairs, one (1) plan rack and drawing board, two (2) desks, one (1) two-drawer filing cabinet, and a conference table approximately 5 feet by 6 feet with 4 chairs. The Contractor shall also provide adequate electric lighting, minimum 6 duplex electrical receptacles, drinking water, heat, plumbed functional toilet facilities, air conditioning, janitorial services and maintenance services. In addition the contractor shall make arrangements and pay connection fees and monthly usage for electrical and 2-line telephone service (fax and voice). The Contractor shall also make arrangements and pay all connection costs and fees for either Business DSL or Cable Modem Service to the field office for data line connection. These services shall be arranged for the entire contract duration. The field office shall be removed from the project site when and as directed by the Contracting Officer. In addition to the above, the Contractor shall provide the following computer and office equipment, and other items for use by the Government during the contract:

Hardware:

Personal Computer:

- Pentium IV processor running at 2.4 GHz or better
- High speed cache memory controller with at least 512 KB L2 PIPELINE BURST CACHE
 - At least 512MB SDRAM
 - 400MHz System Bus
 - (1) 3.5" 1.44 MB diskette drives with hard drive controller
 - Hard drive controller with 60 GB hard drive with access time of 9 ms
 - Front and rear USB Ports
 - 3 COM 10/100MB Base-T Ethernet Network Interface Card (NIC)
 - Microsoft TCP/IP.
 - Sound Card *WI* SPEAKERS
 - Enhanced 101 keyboard
 - 6 outlet surge protector
 - 17" LCD Flat Panel SVGA high resolution COLOR monitor or better with refresh rate 75Hz or better and 8Mb Color Graphics
 - 3 Button ergonomic mouse and mouse pad
 - Diamond Viper V770D Video Card or better

- Modem V.90 Or V.92 56KB Baud (U.S. Robotics or equal)
- DSL or Cable Modem.
- Internal DVD ROM 16X and CD-RW (Read/Write) Drive 24X
- Microsoft Windows 2000 Professional Operating System or XP Professional Operating System.
- Microsoft Office 2000 Professional Suite
- Lotus Smart Suite and Adobe Acrobat Reader
- Signature card reader: Gradkell Computer Inc.

Part# 050-0300 Description: Argus 300 (card reader and PCI adapter package) for CEFMS:
phone# (256)-722-8585 X37 (Mr. Wayne Wright)

- Norton Antivirus Software 2002 and periodic updates.

Printer:

- Hewlett Packard Laserjet 4100 Series Printer or equivalent Laserjet Printer.

Copier: Plain-paper, desktop, autofeed, monochrome, minimum 10 copies per minute.

Fax Machine: Monochrome, minimum feed (3) - 8 1/2x11 inch pages per minute. Capable of receiving on plain white bond paper.

Telephone: 2-Line phone compatible with phone service.

Telephone Answering Machine: Standard, compatible with standard telephone line and local service.

DSL or Cable Modem Service: Business DSL or Cable modem service with all required equipment (modems, filters, etc.). DSL service shall be 1.5Mbps downstream/384Kbps upstream. Service shall utilize a Static IP address for the connection. Contractor shall pay all costs associated with this service including any ISP fees. DSL or Cable Modem service shall be a 'dedicated' service, and this line shall not be shared with any other Users (i.e., Contractors Field Office Trailer and USACE Field Office Trailer shall not utilize the same DSL or Cable Modem line via an Ethernet Switch/Hub).

First Aid Kit: As a minimum the kit will include antiseptic kit, eyewash solution, bandages, insect sting medication, aspirin and acetaminophen, and coldpack.

Fire Extinguisher: Type as required for a trailer the same size as office.

- b. The Contractor, at its option, may furnish a trailer not less than 20 feet long. The trailer shall be approved by the Contracting Officer and shall have the facilities and be serviced as specified above for the field office.

- c. No separate payment will be made for providing the above items and all costs in connection therewith will be considered the obligation of the Contractor.

Computer Security requirements:

The contractor will agree to accept responsibilities and comply with procedures indicated below in connection with the furnishing of Contractor-owned computers for use by Government personnel in accordance with contract requirements.

- a. The computers must be dedicated exclusively for Government use. Contractor will not use any computer it supplies which is designated for use by the Government. Contractor will assure that the Central Processing Unit (CPU) is electronically isolated from the contractor's and not inter-connected via Local Area Network (LAN).
- b. Normal access to the computer shall be restricted to Corps of Engineers personnel. Contractor shall set up computers in a secure area and give the keys to the Government. Contractors must immediately notify Government personnel when emergency access to the computer location was exercised by non-Government individuals, and what the circumstances were.
- c. If the CPU hard drive fails, the Government will furnish an equivalent hard drive to the owner of the computer, and the old hard-drive will be returned to the Government. Contractor shall not remove any hard drive nor proceed with any repair of the computer unless an authorized Government employee witnesses and approves of the repair.
- d. At the time of return of the computer, the Contractor will allow the Government to first remove all information from the hard-drive.
- e. Contractor agrees to provide a written certification signed by an authorized officer of the company agreeing to the above policy.

26. EXCLUSION OF PERIODS IN COMPUTING COMPLETION SCHEDULES

Not Used.

27. QUANTITY SURVEYS

- a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completion a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

28. TIME EXTENSIONS

Not Used.

29. MISPLACED MATERIAL

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15,19, and 20 of the River and Harbor Act of March 3, 1899. (33 U.S.C. 410 et seq.)

30. SUPERINTENDENCE OF SUBCONTRACTORS

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause titled, 'SUPERINTENDENCE BY THE CONTRACTOR.'

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory requirement is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

31. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer, or his representative, to effect reasonable progress payments. The Contracting Officer, or his representative, shall review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown; however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The Contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in subparagraph c. For purposes of payment a "proper invoice" is defined as the following:

(1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

(2) A properly completed Eng Form 93 and 93a (where required).

(3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

(4) The following certification executed by a responsible official of the organization authorized to bind the firm. A “responsible official” would be a corporate officer, partner, or owner, in the case of a sole proprietorship.

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

(a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and

(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(d) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the pre-construction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as tot he

amount of work performed and or the amount of the payment being submitted, the Government and the Contractor's representative should meet to resolve the difference and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

(1) Progress Payments . From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check with 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

32. VERIFICATION OF SMALL BUSINESS UTILIZATION

a. This clause is applicable to small business concerns whose contracts exceed \$1,000,000.

b. In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Office may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small business and small disadvantaged businesses.

c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.

d. The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph d.

33. HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA

Not Used.

34. SAFETY AND HEALTH REQUIREMENTS MANUAL

If this contract is for construction or dismantling, demolition, or removal of improvements with any Department of Army 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. The latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, 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). Contractor shall be responsible for complying with the current edition and all changes posted on the web as of effective date of this solicitation.

Before commencing the work, the Contractor shall: (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

35. SPECIAL SCHEDULING REQUIREMENTS FOR MECHANICAL AND ELECTRICAL SYSTEMS

Not Used.

36. SUBMISSION OF CLAIMS

The following shall be submitted to the Contracting at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. Claims referencing or mentioning the Contracting Disputes Act of 1978.
- b. Requests for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

37. PARTNERSHIP IMPLEMENTATION PLAN

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation by the Contractor is required. A facilitator subject to approval by the Contracting Officer shall be hired by the Contractor, who would be responsible to arrange for an offsite location for the initial conference, provide all workshop materials, facilitate the conference, and compile and distribute a completed partnering agreement to all participants within 30 days after the initial partnering session. Both parties will sign and abide by the partnering agreement. The initial conference site location will be coordinated with the Contracting Officer for approval. Contractor should plan for the attendance of approximately 15-20 individuals from the Government in addition to the Contractor's and Sub-contractor's personnel. The cost of the facilitator, offsite conference facility, and the partnering agreement will be borne equally by the Contractor and Government. All other costs associated with partnership implementation will be borne by the Contractor. Subsequent partnership conferences will be held monthly or as required, and will be facilitated by the Government representative and held at Government facilities. For subsequent conferences the Government will prepare the agenda, and the Contractor will prepare and distribute minutes within 48 hours of the conclusion of the conference.

38. PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Contracting Officer, or his Representative, after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work

- Accident Prevention Plan
- Quality Control Plan
- Letter appointing Superintendent
- List of subcontractors.

39. GOVERNMENT RESIDENT MANAGEMENT SYSTEM AND CONTRACTOR QUALITY CONTROL SYSTEM (QCS) MODULE

The Government will utilize an in-house Contract Administration program entitled “Resident Management System” (RMS). The Contractor shall utilize a Government furnished Quality Control System (QCS) Programming Module. See Section 01312A “Quality Control System (QCS)” for requirements.

40. CONSTRUCTION COLOR BOARD SUBMITTALS

Not Used.

41. PRICING OF CONTRACTOR-FURNISHED AND INSTALLED PROPERTY AND GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED PROPERTY

The contractor shall promptly furnish and shall cause any sub-contractor or supplier to furnish, in like manner, unit prices and descriptive data required by the Government for Property Record purposes of fixtures, and equipment furnished and/or installed by the contractor or subcontractor, except prices do not need to be provided for Government-furnished Property. This information shall be listed in the RMS CQC Module furnished by the Government.

42. ENVIRONMENTAL RESPONSIBILITY (10-8-99)

Immediate actions shall be taken by the Contractor to minimize effect of any environmental associated incidents (i.e. oil spillage, hazardous waste handling, lead abatement removal, and chemical spillage). Clean up shall be performed by the contractor in accordance with all applicable Federal, State, and local laws and regulations at NO ADDITIONAL COST TO THE GOVERNMENT.

CONTRACTOR REPORTING REQUIREMENTS

If an incident occurs on the installation caused by the Contractor, the Contractor shall immediately notify (no later than .25 hours (15 minutes)) the USMA Environmental Management Office at 938-

3224/5263, 4129, or 5175, and the Contracting Officer. If a project related incident occurs off the installation, the Contractor shall report it to The National Response Center (NRC), the Installation Environmental Coordinator, and the Contracting Officer immediately following discovery and shall also comply with applicable State requirements including reporting to the New York State DEC Spill Hotline at 800-457-7362, and UST NRC at 800-424-8802. When an incident is reported by phone to any of the above agencies, the Contractor shall provide the following information:

- a. Description of Incident.
- b. Time and Location of incident.
- c. Any injuries incurred.
- d. Estimated quantity of materials (tons, gallons, drums, etc.) involved in incident.
- e. Whether the incident has reached any storm drains, sanitary sewers, ponds, or waterways.
- f. Containment procedures already initiated (brief description of containment, i.e. booms, pads, embankment, sandbags.)
- g. The Contractor's point of contact.

A written follow-up report shall be submitted to the Contracting Officer no later than five (5) calendar days after the initial incident. The written report shall be in narrative form and as a minimum include the following:

- a. Description of the material involved (including identify, quantity, and manifest number).
- b. What time the incident was reported, and to whom it was reported.
- c. Exact location of the incident, including description of the area involved.
- d. Cause if incident and equipment and personnel involved.
- e. Injuries of property damage of incident.
- f. Containment procedures initiated.
- g. Summary of any communications Contractor has with press, agencies, or Government officials other than the COR.
- h. Description of cleanup procedures employed or to be employed at the site, including disposal location of incident materials.

A follow-up meeting will be held within 5 calendar days after receipt of the written report to discuss after action procedures to eliminate or prevent this type of incident in the future. The Contractor will be required to attend the follow-up meeting.

- End of Section -

WAGE RATES

1. Forwarded herewith is the subject General Wage Decision (s) , Affirmative Action goals pursuant to Executive Order 11246, and Labor Surplus Area coverage for the subject project:

NY030007(Building)

Modification Number: 2

Publication Date: 5/28/04

GENERAL DECISION: **NY20030007** 05/28/2004 NY7

Date: May 28, 2004 sg 5/28/04

General Decision Number: **NY20030007** 05/28/2004

Superseded General Decision Number: NY020007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	02/27/2004
2	05/28/2004

* ASBE0040-003 05/01/2003

SULLIVAN AND ULSTER COUNTIES

Rates

Fringes

Hazardous Material Handler
 Duties limited to
 preparation wetting;
 stripping; removal;
 scrapping; vacuuming;
 bagging; and disposing
 of all insulation
 materials whether they
 contain asbestos or not
 from mechanical systems.....\$ 16.57 8.25

Insulator/asbestos worker
 (includes application
 of all insulating
 materials, protective
 coverings, coatings and
 finishes to all types
 of mechanical systems).....\$ 21.15 11.92

 * ASBE0091-002 07/01/2003

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Hazardous Material Handler Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....\$ 22.00	\$ 22.00	8.25

Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 31.93	\$ 31.93	21.83
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 BOIL0005-001 09/01/2003

	Rates	Fringes
Boilermaker.....\$ 39.50	\$ 39.50	24.40+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

 CARP0019-001 06/01/2001

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION		
Carpenters,		
Millwrights, Pile		
Drivers.....	\$ 24.80	11.335
HEAVY & HIGHWAY		
CONSTRUCTION		
Carpenters,		
Millwrights, Pile		
Drivers.....	\$ 24.80	11.335

 * CARP0740-002 07/01/2003

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Millwright.....	\$ 29.93	27.30

 * CARP1456-003 07/01/2003

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Diver.....	\$ 46.30	26.05
Diver Tender.....	\$ 34.25	26.05
Dock Builder & Piledrivermen		
DOCKBUILDERS.....	\$ 37.70	26.05

 ELEC0363-001 04/01/2003

	Rates	Fringes
Electrician		
DUTCHESS (Remaining		
Townships), ULSTER AND		

SULLIVAN COUNTIES.....	\$ 32.00	18.92
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....	\$ 36.00	19.16

* ELEC1249-002 05/02/2004

	Rates	Fringes
Line Construction - Lineman LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMAS		
Flagman.....	\$ 18.64	9.50+6.25%+a
Groundman Digging Machine Operator.....	\$ 27.95	9.50+6.25%+a
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 26.40	9.50+6.25%+a
Groundman Truck Driver....	\$ 24.85	9.50+6.25%+a
Lineman and Technician....	\$ 31.06	9.50+6.25%+a
Mechanic.....	\$ 24.85	9.50+6.25%+a

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

* ELEC1249-004 05/02/2004

	Rates	Fringes
Line Construction: Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground		

wire, fiber optic
 shield wire or any
 other like product by
 any other name
 manufactured for the
 dual purpose of ground
 fault protection and
 fiber optic
 capabilities (where no
 other trades are or
 have been involved):

Cable Splicer.....	\$ 35.94	9.50+6.75%+a
Flagman.....	\$ 19.60	9.50+6.75%+a
Groundman digging machine operator.....	\$ 29.40	9.50+6.75%+a
Groundman truck driver (tractor trailer unit).....	\$ 27.77	9.50+6.75%+a
Groundman Truck driver....	\$ 27.77	9.50+6.75%+a
Lineman and Technician....	\$ 32.67	9.50+6.75%+a
Mechanic.....	\$ 26.14	9.50+6.75%+a

Overhead transmission
 line work (where other
 trades are or have been
 involved):

Cable Splicer.....	\$ 38.71	9.50+6.75%+a
Flagman.....	\$ 21.11	9.50+6.75%+a
Groundman digging machine operator.....	\$ 31.67	9.50 +6.75%+
Groundman truck driver (tractor trailer unit).....	\$ 29.91	9.50+6.75%+a
Groundman truck driver....	\$ 28.15	9.50+6.75%+a
Lineman and Technician....	\$ 35.19	9.50+6.75%+a
Mechanic.....	\$ 28.15	9.50+6.75%+a

Substation:

Cable Splicer.....	\$ 35.94	9.50+6.75%+a
Flagman.....	\$ 19.60	9.50+6.75%+a
Ground man truck driver.....	\$ 26.14	9.50+6.75%+a
Groundman digging machine operator.....	\$ 29.40	9.50+6.75%+a
Groundman truck driver (tractor trailer unit).....	\$ 27.77	9.50+6.75%+a
Lineman & Technician.....	\$ 32.67	9.50+6.75%+a
Mechanic.....	\$ 26.14	9.50+6.75%+a

Switching structures;
 railroad catenary
 installation and
 maintenance, third rail
 type underground fluid
 or gas filled

transmission conduit
and cable installations
(including any and all
fiber optic ground
product by any other
name manufactured for
the dual purpose of
ground fault protection
and fiber optic
capabilities), pipetype
cable installation and
maintenance jobs or
projects, and
maintenance bonding of
rails; Pipetype cable
installation

Cable Splicer.....	\$ 37.37	9.50+6.75%+a
Flagman.....	\$ 20.38	9.50+6.75%+a
Groundman Digging Machine Operator.....	\$ 30.57	9.50+6.75%+a
Groundman Truck Driver (tractor-trailer unit)....	\$ 28.87	9.50+6.75%+a
Groundman Truck Driver....	\$ 27.18	9.50+6.75%+a
Lineman & Technician.....	\$ 33.97	9.50+6.75%+a
Mechanic.....	\$ 27.18	9.50+6.75%+a
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer/Central Office Person.....	\$ 23.07	3.05+3%
Groundman.....	\$ 11.61	3.05+3%
Installer Repairman-Teledata Lineman/Tecnician-Equipment Operator.....	\$ 21.91	3.05+3%
TREE TRIMMER.....	\$ 18.92	4.05+3%+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

SULLIVAN COUNTY

	Rates	Fringes
Line Construction		
LIGHTING AND TRAFFIC		
SIGNAL LINEMAN		
INCLUDING ANY AND ALL		
FIBER OPTIC CABLE		
NECESSARY FOR THE		
TRAFFIC SIGNAL SYSTEM,		
TRAFFIC MONITORING		
SYSTEMS AND ROAD		
WEATHER INFORMATION		
SYSTEMS.		
Flagman.....	\$ 18.64	9.50+6.25%+a
Groundman Digging		
Machine Operator.....	\$ 27.95	9.50+6.25%+a
Groundman Truck		
Driver (tractor		
trailer unit).....	\$ 26.40	9.50+6.25%+a
Groundman Truck Driver....	\$ 24.85	9.50+6.25%+a
Lineman & Technician.....	\$ 31.06	9.50+6.25%+a
Mechanic.....	\$ 24.85	9.50+6.25%+a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

* ELEV0138-001 01/01/2004

	Rates	Fringes
Elevator Constructor		
MECHANIC.....	\$ 38.715	13.115 a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

ENGI0106-004 07/01/2003

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

	Rates	Fringes
Power Equipment Operator		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 28.16	13.40+a
GROUP 2.....	\$ 27.73	13.40+a
GROUP 3.....	\$ 26.82	13.40+a
GROUP 4.....	\$ 24.25	13.40+a
GROUP 5.....	\$ 29.34	13.40+a
GROUP 6.....	\$ 28.66	13.40+a
GROUP 7.....	\$ 29.16	13.40+a

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1:- Boom Truck (over 5 tons), Crane, Cherry Picker (over 5 ton capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type) Pile Driver, Truck Crane

GROUP 2:- Automated Concrete Spreader (CMI Type), Automated Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck (5 tons and under), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self-Propelled, Slipform, Concrete Pump (8" or over), Dredge, Dual Drum Paver, Excavator (All Purpose- Hydraulically Operated) (Gradall or similar), Front End Loader (4 cu. yd. and over), Head Tower (Sauerman or Equal), Hoist (Two or Three drum), Holland Loader, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt-type loader, Truck or Trailer Mounted Log Chipper (Self feeder), Tug Operator (Manned Rented Equipment excluded), Tunnel Shovel

GROUP 3 - Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage-Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 Tons Capacity and Under), Compressors (4 or less) Exceeding 2000 C.F.M. Combined Capacity, Concrete Paver (over 16S), Concrete Pump (Under 8"), Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader (under 4 c.y.), Hi-Pressure - Boiler (15 lbs. and over), Hoist (One Drum) Kolman Plant Loader and Similar Type Loaders, L.C.M.

Work Boat Operator, Locomotive, Maintenance Engineer/Greaseman/ Welder, Mixer (For Stabilized Base Self-Propelled), Monorail Machine, Plant Engineer, Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (For Soil Stabilization), Road Widener, Roller (All Above Subgrade), Sea Mule, Self-contained Ride-on-Rock Drill, excluding Air Track Type Drill, Skidder, Tractor With Dozer and/or Pusher, Trencher, Tugger-Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat.

GROUP 4 - A-Frame Winch Hoist on Truck, Ballast Regulator (Ride- On), Compressors (4 not to exceed 2000 C.F.M. Combined Capacity; or 3 or less with more than 1200 C.F.M. but not to exceed 2000 C.F.M.), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 of Any Type Of Combination), Concrete Pavement Spreaders and Finishers, Conveyor, Directional Drill Machine Locator, Drill Core, Drill Well, Electric Pump Used In Conjunction with Well Point System, Farm Tractor with Accessories, Fine Grade Machine, Fork Lift (under 15 ft.), Grout Pump Gunite Machine, Hammers (Hydraulic-Self-Propelled), Hydra- Spiker (Ride-On), Hydro-Blaster Water, Post Hole Digger and Post Driver, Power Sweeper, Roller (Grade and Fill), Scarifier (Ride- On Spansaw (Ride-On), Skid Steer loader (Bobcat or similar), Sumbersible Electric Pump (When Used In Lieu Of Well Point System), Tamper (Ride-On), Tie Extractor (Ride-On), Tie Handler, Tie Inserter (Ride-On), Tie Spacer (Ride-On), Tire Repair, Track Liner, Tractor With Towed Accessories, Vibratory Compactor, Vibro Tamp, Well Point, Aggregate Plant, Boiler (Used In Conjunction With Production), Cement and Bin Operator, Compressors (3 or less not to Exceed 1200 C.F.M. Combined Capacity), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less of Any Type or Combination), Concrete Paver or Mixer (16S and under), Concrete Saw (Self-Propelled), Fireman, Form Tamper, Hydraulic Pump (Jacking System), Light Plants, Mulching Manchine, Oiler, Parapet-Concrete or Pavement Grinder, Power Broom (Towed), Power Heaterman, Revinius Widener, Shell Winder, Steamcleaner, Tractor.

GROUP 5 - Master Mechanic

GROUP 6 - Crane Premium with Boom Length and Jib 150' - 199'

GROUP 7 - Crane Premium with Boom Length and Jib 200' and Over.

Tower Crane Premium	\$.50
Hazmat work premium	\$2.50
Hydrographic	\$.50

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

 ENGI0106-008 05/01/2002

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1:.....	\$ 23.67	12.15+a
GROUP 2:.....	\$ 25.64	12.15+a
GROUP 3:.....	\$ 23.64	12.15+a
GROUP 4:.....	\$ 23.24	12.15+a
GROUP 5:.....	\$ 22.57	12.15+a
GROUP 6:		
1.....	\$ 25.99	12.15+a
2.....	\$ 26.34	12.15+a
3.....	\$ 27.14	12.15+a
4.....	\$ 27.64	12.15+a
5.....	\$ 28.14	12.15+a
GROUP 7:		
1.....	\$ 26.14	12.15+a
2.....	\$ 27.14	12.15+a
3.....	\$ 27.64	12.15+a
4.....	\$ 28.14	12.15+a
GROUP 8:.....	\$ 23.92	12.15+a
GROUP 9:.....	\$ 26.14	12.15+a

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Self-contained crawler drill, hydraulic rock drill.

GROUP 2: Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP 3: Shovel, All backhoe (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP 4: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP 5: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

GROUP 6: Boom length premiums over GROUP II rates:

1 over 130 ft	.35
2 over 185 ft	.70
3 over 210 ft	1.50
4 over 250 ft	2.00
5 over 295 ft	2.50

GROUP 7: Tower Crane Premium over GROUP II rates:

1 over 5 stories	.50
2 over 10 stories	1.50
3 over 15 stories	2.00
4 over 20 stories	2.50

GROUP 8: Master Mechanic (other than nuclear work)

GROUP 9: Master Mechanic on nuclear work

* ENGI0137-001 03/01/2004

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1-A.....	\$ 35.65	18.15+a

GROUP 1-B.....	\$ 32.93	18.15+a
GROUP 3-A.....	\$ 33.20	18.15+a
GROUP 3-B.....	\$ 31.63	18.15+a
GROUP 4-A.....	\$ 32.88	18.15+a
GROUP 4-B.....	\$ 29.00	18.15+a
GROUP 5-A.....	\$ 31.63	18.15+a
GROUP 5-B.....	\$ 30.00	18.15+a
GROUP 6-A-1.....	\$ 37.44	18.15+a
GROUP 6-A-2.....	\$ 36.30	18.15+a
GROUP 6-A-3.....	\$ 35.05	18.15+a
GROUP 6-A-4.....	\$ 34.45	18.15+a
GROUP 6-A-5.....	\$ 41.30	18.15+a
GROUP 6-A-6.....	\$ 32.55	18.15+a
GROUP 6-A-7.....	\$ 40.70	18.15+a
GROUP 6-B-1.....	\$ 28.47	18.15+a
GROUP 6-B-2.....	\$ 29.83	18.15+a
GROUP 6-B-3.....	\$ 29.89	18.15+a
GROUP 6-B-4.....	\$ 32.66	18.15+a

NOTES: Hazmat: 20% above regular rage
Pumping operation Premium .50
Crane Operators (100-149 ft) 2.00
Crane Operators (149 ft +) 3.00
Loader Operators (over 5 cu y) .50
Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day
Thanksgiving Day, Christmas Day, plus Lincoln's Birthday,
Washington's Birthday, Good Friday, Columbus Day, November
Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist;
crane & hoist engineer-steel (concrete, material, super
structure sub- structure); derrick (stone-steel); elevator &
cage; hoist- single/double or triple drum; hoist-portable
mobile unit; hoist engineer-concert (crane-derrick-mine
hoist); hoist engineer- material; overhead crane; power house
plant; telephies (cableway); whirly; maintenance engineer;
Lull hilift or similar; hydraulic crane 25 ton and over;
cherry picker 25 tons and over; backhoe Oliver 88; fordson;
dynahoe; dual purpose and similar machines; Barber Green
Loader-euclid loader or similar type; conway or similar
mucking macking machines; dragline; gradall; shovel; backhoe
etc. (crawler or truck); front end loaders; hydraulic boom;
jersey spreader; lift slab console; letournequ or tounapull
(scrapers over 20 yds struck); mucking machines; pavement
breaker (air ram); paver (concrete); road boring machine;
road mix machines; ross carrier and similar machines; post
hole digger; shovel (tunnels); side boom; spreader (asphalt);
scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines

vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water-sewer-gas-etc.

GROUP 4-B: Compressor to 135 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5-A: Concrete saw; oiler fuel truck and oiler grease truck.

GROUP 5-B: Oiler; paint compressor; motorized roller (walk

behind); stockroom attendant.

GROUP 6-A-1: master mechanic.

GROUP 6-A-2: helicopter hoist operator.

GROUP 6-A-3: welder-certified.

GROUP 6-A-4: engine-pile driver.

GROUP 6-A-5: helicopter-pilot

GROUP 6-A-6: helicopter-signalman

GROUP 6-A-7: Engineers for all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 6-B-1: Utility man.

GROUP 6-B-2: warehouse man.

GROUP 6-B-3: oiler (asphalt paver)

GROUP 6-B-4: cable splicer.

* ENGI0137-002 03/01/2004

DUTCHESS (Poughkeepsie and South thereof)

	Rates	Fringes
Power Equipment Operator		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 40.66	18.41+a
GROUP 1-A.....	\$ 36.00	18.41+a
GROUP 1-B.....	\$ 37.25	18.41+a
GROUP 2-A.....	\$ 34.54	18.41+a
GROUP 2-B.....	\$ 34.68	18.41+a
GROUP 3.....	\$ 33.96	18.41+a
GROUP 4-A.....	\$ 30.99	18.41+a
GROUP 4-B.....	\$ 26.81	18.41+a
GROUP 5-A-1.....	\$ 38.05	18.41+a
GROUP 5-A-2.....	\$ 36.90	18.41+a
GROUP 5-A-3.....	\$ 45.87	18.41+a
GROUP 5-A-4.....	\$ 41.08	18.41+a
GROUP 5-A-5.....	\$ 35.55	18.41+a
GROUP 5-A-6.....	\$ 41.81	18.41+a
GROUP 5-A-7.....	\$ 34.38	18.41+a
GROUP 5-A-8.....	\$ 34.68	18.41+a
GROUP 5-B-1.....	\$ 25.58	18.41+a
GROUP 5-B-2.....	\$ 29.06	18.41+a

GROUP 5-B-3.....\$ 25.20 18.41+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
(Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Helicopter hoist operator.

GROUP 5-A-3: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-4: Hoist Engineer - steel - sub-structure;
Engineer-- Pile Driver

GROUP 5-A-5: Welder-Certified

GROUP 5-A-6: Helicopter - pilot.

GROUP 5-A-7: Helicopter - signalman.

GROUP 5-A-8: Jersey-spreader, pavement breaker (air ram);
Post Hole Digger

GROUP 5-B-1: Utility Man

GROUP 5-B-2: Concrete Saw

GROUP 5-B-3: Oiler

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

ENGI0825-007 07/01/2003

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING HEAVY & HIGHWAY		
GROUP 1.....	\$ 33.87	18.15+a
GROUP 2.....	\$ 32.28	18.15+a
GROUP 3.....	\$ 30.37	18.15+a
GROUP 4.....	\$ 28.74	18.15+a
GROUP 5.....	\$ 27.03	18.15+a
GROUP 6.....	\$ 35.69	18.15+a

NOTES:

Hazmat Premium	20%
Hydrographic Premium	.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "outside material lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete;

Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small

type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

 ENGI0825-008 07/01/2003

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 36.64	18.15+a
GROUP 2.....	\$ 35.73	18.15+a
GROUP 3.....	\$ 33.44	18.15+a
GROUP 4.....	\$ 30.78	18.15+a
GROUP 5.....	\$ 29.25	18.15+a
GROUP 6.....	\$ 27.49	18.15+a
GROUP 7.....	\$ 37.50	18.15+a
BUILDING CONSTRUCTION		
TANK ERECTION		

GROUP 1.....	\$ 36.36	18.15+a
GROUP 2.....	\$ 35.52	18.15+a
GROUP 3.....	\$ 37.00	18.15+a
GROUP 4.....	\$ 33.43	18.15+a
GROUP 5.....	\$ 28.22	18.15+a

OILOSTATIC MAINLINES
AND TRANSPORTATION PIPE

LINES:

GROUP 1.....	\$ 34.50	18.15+a
GROUP 2.....	\$ 32.85	18.15+a
GROUP 3.....	\$ 30.71	18.15+a
GROUP 4.....	\$ 29.21	18.15+a
GROUP 5.....	\$ 27.49	18.15+a
GROUP 6.....	\$ 36.43	18.15+a

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Muple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES:

Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Compressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All "Dual Purpose" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20%

Tunnel Premium .75

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: "A" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Multple Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

IRON0417-001 07/01/2003

	Rates	Fringes
Ironworker.....	\$ 33.00	19.85

* LABO0017-002 07/01/2003

	Rates	Fringes
Laborers:		
DUTCHESS COUNTY		
(Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)		
GROUP 1.....	\$ 26.15	12.50
GROUP 2.....	\$ 31.20	12.50
ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 20.75	12.50+a
GROUP 2.....	\$ 26.15	12.50+a
GROUP 3.....	\$ 30.20	12.50+a
GROUP 4.....	\$ 31.20	12.50+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 26.90	12.50+a
GROUP 2.....	\$ 31.25	12.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile setter, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob

cat type machine
 for demo and clean up, chain link fence, chain saw, chipping
 hammer, concrete conveyor belt, saw, core drill, corrugated
 pipe, construction specialist, cleaning machine, concrete
 form setter,
 conduit layer, cutting torch, discharge pipe, drill chuck
 tender, duct bank layer, explosive handler, hydraulic
 splitter, granite or stone curbing, handler, joy and jib
 drill, IngersollRand heavy duty crawler master type HCMZ
 drill machines or equivalent, laser level, nonmetallic pipe
 layer, metallic pipe layer, LeRoi hydraulic drill or similar,
 mega mixer, power fork lift, prestressed and precast
 concrete, power brush cutter, pump crete machine, retaining
 walls, rip rap, retention and toxic and hazardous waste
 liners, setting of block, setting of block, setting of brick,
 setting of stone, sound barriers, transit under laborers
 jurisdiction, tow behind concrete or grout pump, traffic and
 pedestrian stripping, surface planner, manufactured curb,
 walk behind durface planner, wagon drill, welding; * asbestos
 abatement work, lead abatement work, toxic and hazardous
 waste related work; when protective equipment and clothing
 are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous
 abatement, lead abatement work, environmental work.

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic
 and hazardous waste related work; when protective equipment
 and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous
 abatement, lead abatement work, environmental work.

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial
 Day, Independence Day, Labor Day, Election Day, Veterans Day,
 Thanksgiving Day, Christmas Day

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and
 distributing drinking water, distributing all tools and
 supplies of laborers, nipper, powder carrier, magazine
 tender, warehouse laborers, concrete man, vibrator man, mason
 tender, mortar man, spraying, brushing and covering of
 concrete for curing and preservative purposes, traffic

striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand heavy duty crawler master type HCMZ any drill using 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CAISSON CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder

GROUP 2: Miner and all mavnine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tigger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

* LABO1000-001 06/01/2003

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 22.25	14.15
GROUP 2.....	\$ 22.75	14.15
GROUP 3.....	\$ 24.60	14.15

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or

under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

* LABO1000-004 05/01/2003

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 18.85	13.60+a
GROUP 2.....	\$ 22.61	13.60+a
GROUP 3.....	\$ 23.61	13.60+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

PAIN0009-004 05/01/2002

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
Glazier.....	\$ 32.20	20.17

* PAIN0009-018 05/01/2003

Rates Fringes

Finisher

ORANGE COUNTY

Drywall Finishers.....\$ 22.19 11.21

Painters:

DUTCHESS COUNTY,
SULLIVAN AND ULSTER
COUNTIES

Bridges, Swing Stage,
Boatswain Chair, Pick
& Cables over 20 ft.....\$ 39.99 11.21
Drywall Finishers.....\$ 21.39 11.21
Lead Abatement Work.....\$ 21.39 11.21
Painter/Paperhanger.....\$ 21.39 11.21
Spray Rate.....\$ 22.39 11.21
Structural Steel.....\$ 39.99 11.21

ORANGE COUNTY

Bridges, Swing Stage,
Boatswain, Chair,
Pick & Cables over 20
ft.....\$ 39.99 11.21
Leadabatement Work.....\$ 22.19 11.21
Painter/Paperhanger.....\$ 22.19 11.21
Spray Rate.....\$ 23.19 11.21
Structural Steel.....\$ 39.99 11.21

PLUM0201-002 04/01/2002

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

	Rates	Fringes
Plumber/Pipefitter.....	\$ 26.00	17.33

* PLUM0373-002 05/01/2003

ZONE 1

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

	Rates	Fringes
Plumber; Steamfitter.....	\$ 31.57	19.35
Refrigeration Mechanic.....	\$ 23.04	11.88

* PLUM0373-003 05/01/2003

ZONE 2

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

	Rates	Fringes
Plumber; Steamfitter.....	\$ 30.75	15.88

ROOF0008-002 07/01/2003

	Rates	Fringes
Rofer.....	\$ 31.08	20.03

SFNY0669-002 04/01/2004

	Rates	Fringes
Sprinkler Fitter.....	\$ 36.05	6.15

SHEE0038-001 05/01/2003

	Rates	Fringes
Sheet metal worker.....	\$ 33.22	19.27

TEAM0445-001 05/01/2004

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 25.75	16.75+a
GROUP 2.....	\$ 25.65	16.75+a
GROUP 3.....	\$ 25.45	16.75+a
GROUP 4.....	\$ 25.35	16.75+a
GROUP 5.....	\$ 25.25	16.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day

provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), drivers on low beds, I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks and all other tractor trailers.

GROUP 4: Drivers on ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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.

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.

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END OF GENERAL DECISION

SECTION 01311

PROJECT SCHEDULE: BAR CHART
NYD Rev. 8/97

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having no "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Schedules

Initial Project Schedule; G, RE
Revised Project Schedule; G, RE
Periodic Schedule Updates; G, RE
Narrative Reports with Schedule Updates

SD-08 Progress Curve

Progress Curve

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, and the Special Contract Requirement SCHEDULING AND DETERMINATION OF PROGRESS the contractor shall prepare and submit for approval a practicable project schedule. The schedule will be submitted within five (5) days after receipt of Notice to Proceed or as otherwise determined by the Contracting Officer.

3.2 BASIS FOR PAYMENT

The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.3 PROJECT SCHEDULE

The Project Schedule shall be in the form of chart consisting of a series of bars graphically indicating the sequence proposed to accomplish each work feature or operation. Each bar will represent a work feature, system or series of activities within the construction project. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion. Interdependence of status of activities shall be shown. Horizontal time scale shall allow identification of the first work day of each week, which shall be

identified. Space between bars shall be allowed for future revisions and notations.

3.4 PROGRESS CURVE

With the Project Schedule the contractor shall also submit for approval a progress curve which reflects the intended schedule for completing the work. The progress curve (S?Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis.

3.5 SCHEDULE and PROGRESS CURVE UPDATES

Approved Schedule and Progress Curve will be updated monthly during the entire duration of construction. Not later than four days after the Monthly Progress Meeting the contractor shall submit updated Project Schedule and Progress Curve. The updated versions shall include all approved contract revisions, progress of each activity to date of submission, and adjustments. Contractor shall also provide a very brief narrative report as required to indicate any problem areas, anticipated delays, impact on schedule, and corrective action.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on? site meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

-- End of Section --

SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)
(NYD VERSION 09/01)

1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01311, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

2. QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

3. SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system

configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor
64+ MB RAM
4 GB hard drive disk space for sole use by the QCS system
3 1/2 inch high-density floppy drive
Compact disk (CD) Reader
Color monitor
Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.
Connection to the Internet, minimum 28 BPS

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
Word Processing software - MS Word 97 or newer
Internet browser
The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
Electronic mail (E-mail) compatible with MS Outlook

4. RELATED INFORMATION

4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website ("<http://winrms.usace.army.mil/>").

5. CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

6. DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be

submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

6.1 Administration

6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

6.2 Finances

6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. CLINs may include multiple activities, but activities may be assigned to only one such CLIN item. The total of all CLINs equals the Contract

Amount.

6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The contractor will acknowledge receipt of these QA punch list items by specific number reference on the Daily CQC Report. The Contractor shall regularly update the correction status of both QC and QA punch list items.

6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC Testing, Transfer Property Listings, Installed Property Listings, and User Training requirements in QCS, all tied to individual pay activities. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

6.4 Submittal Management

The contractor will initially be required to enter all required submittal information into QCS. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns of ENG Form 4288, as required by Section 01330, SUBMITTAL PROCEDURES. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01311, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01311 PROJECT SCHEDULE). The contractor shall be responsible for ensuring the SDEF is in the format required to upload the data to QCS; otherwise, the contractor will be required to enter the data manually. The updated schedule data shall be included with each pay request submitted by the Contractor.

6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import Government-provided data.

7. IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

8. DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

9. WEEKLY SUBMISSION OF EXPORT FILES

The contractor shall, at a minimum, generate and submit weekly export file to the Government.

10. MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

11. NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. The QCS module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, and Insurance, as approved by the Contracting Officer).

-- End of Section --

SECTION 01330

SUBMITTAL PROCEDURES
(CENAN-CO-CQ 3/04)

PART 1 GENERAL

1.1 SUMMARY

This section covers procedures to be used in making submittals called for in the contract documents. In contracts which contain specific "Contractor Quality Control" requirements, the Contractor's Quality Control Representative shall carry out duties associated with submittal procedures.

In contract which do not contain specific CQC requirements, reference to "CQC Representative" shall be interpreted as reference to the Contractor's authorized representative, and references to "CQC Requirements" or "CQC Clauses" shall be interpreted as "requirements or clauses elsewhere in the contract."

1.2 SUBMITTAL IDENTIFICATION

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

SD-01 Preconstruction Submittals

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

SD-02 Shop Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

SD-03 Product Data

Preprinted manufacturer material describing a product, system, or material, such as catalog cuts.

SD-04 Samples

Samples, including both fabricated and un-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

SD-05 Design Data

Submittals, which provide calculations, descriptions, or documentation regarding the work.

SD-06 Test Reports

Reports of inspections or tests, including analysis and interpretation of test results.

SD-07 Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material; including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

SD-09 Manufacturer's Field Reports

Daily reports from specially suppliers to the contractor that provide information, data, tests result for a product.

SD-10 Operation and Maintenance Data

Data, which forms a part of an operation and maintenance manual.

SD-11 Closeout Submittals

SD-12 Schedules

All data, documentations, information, and drawings to achieve contract closeout.

SD-13 Records

Documentation to record compliance with technical or administrative requirements.

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1 Government Approved/Acceptance (G)

Government approval is required for all specification submittal items found in specifications having structural steel connections, extensions of design, Fire Protection/Life Safety, and Commissioning of HVAC, and other items as designated by the Contracting Officer. Government approval/acceptance (G) is also required for all submittals designated as such in the technical specifications. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below.

1.3.2 Information Only

All Contractor submittals not requiring Government approval/acceptance will be for information only (FIO). FIO submittals are identified in the approved submittal register form. They are not considered to be "shop

drawings" within the terms of the Contract Clause referred to above. FIO Submittals will be retained at the project site and reviewed prior to Preparatory Meetings in accordance with CEGS-01451, CONTRACTOR QUALITY CONTROL.

1.3.3 Government Approval/Acceptance (G)

All submittals classified for Government Approval/Acceptance (G) are identified in the approved submittal register form. A code following the "G" designation indicates the approving authority; codes of "A" for Resident Office approval, "E" for NYD Engineering Division approval, and "AE" for Architect-Engineer approval.

1.4 APPROVED/ACCEPTANCE SUBMITTALS

The Contracting Officer's approval/acceptance of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.5 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.6 WITHHOLDING OF PAYMENT

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the Contractor's Quality Control CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as:

Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 3288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" "b" and "s" through "aa" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 30 calendar days after Notice to Proceed (15 days if construction time is 180 days or less). If the Quality Control System (QCS) Module is required to be utilized on this contract as required by Spec. Section 01312 Quality Control System, then the contractor will be required to process and update the 4288 electronically, and make appropriate electronic submissions to the Government. Otherwise, the Contractor shall enter the submittal register in an appropriate electronic format such as MS Excel, manually. In both cases, the Contractor shall update the 4288 electronically, and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. NOTE: The Contractor is required to add additional entries to the Submittal Register for all items requiring multiple submittals, including Formwork Shop Drawings per Lift, Concrete Reinforcement per Lift, Concrete Lift Drawings per Lift, Multiple Shop Assembly Drawings, etc. These entries should be made prior to original submission of the submittal register within 30 days of Notice to Proceed.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of submittals for food service equipment, refrigeration and HVAC control systems, computer software for specialty systems, electrical substations, and studies including electrical system coordination studies.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved/accepted and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and

identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

If the contractor is required in another section of the specifications to utilize the Quality Control System (QCS), the contractor will be required to generate and process this form electronically using the QCS System.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

At the Quality Control Coordination meeting, or preconstruction conference, the Contractor shall ascertain the name and address of each individual, agency, or firm who is designated to normally receive items for approval, for information or samples. The contractor shall complete ENG Form 4025, entering each item requiring a separate approval action as a separate item on the form, for each transmittal. A transmittal may consist of one or more 4025 sheets. The transmittal, consisting of ENG Form 4025 plus all applicable submittals, is then sent to the appropriate individual. On critical items the Contractor is encouraged to confirm receipt via telephone. The Contractor shall submit seven copies of submittals for approval and one for items for information.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval/acceptance by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and three copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples

for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

-- End of Section --

SECTION 01355A

ENVIRONMENTAL PROTECTION
02/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY (DA)

AR 200-5 Pest Management

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328 Definitions
40 CFR 68 Chemical Accident Prevention Provisions
40 CFR 152 - 186 Pesticide Programs
40 CFR 260 Hazardous Waste Management System: General
40 CFR 261 Identification and Listing of Hazardous Waste
40 CFR 262 Standards Applicable to Generators of Hazardous Waste
40 CFR 279 Standards for the Management of Used Oil
40 CFR 302 Designation, Reportable Quantities, and Notification
40 CFR 355 Emergency Planning and Notification
49 CFR 171 - 178 Hazardous Materials Regulations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) U.S. Army Corps on Engineers Safety and Health Requirements Manual
WETLAND MANUAL Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Installation Pest Management Coordinator

Installation Pest Management Coordinator (IPMC) is the individual officially designated by the Installation Commander to oversee the Installation Pest Management Program and the Installation Pest Management Plan.

1.2.5 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.6 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

1.2.7 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of

personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

1.2.8 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.9 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.10 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.6 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

Environmental Protection Plan; G, A

The environmental protection plan.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm

Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.

f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.

g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.

h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the USMA Environmental Management Division if a reportable quantity is released to the environment. The USMA Military Police and Fire Department can be contacted at phone number 911. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste

disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, and dewatering of ground water. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

q. A pesticide treatment plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and Local pest management record keeping and reporting requirements as well as any additional Installation Project Office specific requirements. The Contractor shall follow AR 200-5 Pest Management, Chapter 2, Section III "Pest Management Records and Reports" for data required to be reported to the Installation.

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.8 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting

Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

3.1.1 Environmental Permits

The United States Military Academy (USMA) will be responsible for obtaining and complying with all applicable environmental permits required by Federal, State, Regional, and local environmental laws and regulations.

3.1.2 General Permit for Storm Water Discharges from Construction Activities

The Contractor will be required to prepare a Notice of Intent (NOI), a Notice of Termination (NOT), and a Storm Water Pollution Prevention Plan (SWPPP) that complies with the requirements of the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit No. GP-02-01 for Storm Water Discharges from Construction Activity. The NOI, the NOT, and the SWPPP will be submitted to the Contracting Officer for review and approval by the USMA DHPW Environmental Management Office. The NOI and the SWPPP will be submitted to the NYSDEC by the USMA to obtain coverage under the permit. Also see Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph 42 for additional information regarding this permit.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as indicated on the drawings and as specified in Section 01356 STORM WATER POLLUTION PREVENTION MEASURES. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, sediment traps, and sedimentation basins. The Contractor's best management practices shall also be in accordance with the State Pollutant Discharge Elimination System (SPDES) Storm Water Pollution Prevention Plan. Any temporary measures shall be removed after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of New York rules.

3.4.4 Burning

Burning shall be prohibited on the Government premises.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

3.5.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water.

Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 and shall manage and store hazardous waste in accordance with the Installation hazardous waste management plan. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer and the Facility Environmental Office. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility. The Contractor shall coordinate the disposition of hazardous waste with the Facility's Hazardous Waste Manager and the Contracting Officer.

The Contractor shall be responsible for preparing hazardous waste manifests using the USMA EPA ID number and address. The Contractor will not sign the manifest. Only authorized personnel from the Solid Waste Management Branch will sign the hazardous waste manifests. The Contractor will coordinate hazardous waste shipments with the Solid Waste Management Branch so that someone will be available to sign the manifest. The Contractor must coordinate the accumulation and disposal of hazardous waste with the Solid Waste Management Branch at 938-4074. All applicable New York State Department of Environmental Protection regulations regarding hazardous waste must be complied with NYCRR 370-374.

3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.

3.5.5 Waste Water

Disposal of waste water shall be as specified below.

- a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.
- b. For discharge of ground water, the Contractor shall surface discharge in accordance with all Federal, State, and local laws and regulations.

3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.

3.7 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT

The Contractor shall maintain an inventory of non-hazardous solid waste diversion and disposal of construction and demolition debris. The Contractor shall submit a report to the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. The following shall be included in the report:

- a. Construction and Demolition (C&D) Debris Disposed = [_____] in cubic yards or tons, as appropriate.
- b. Construction and Demolition (C&D) Debris Recycled = [_____] in cubic yards or tons, as appropriate.
- c. Total C&D Debris Generated = [_____] in cubic yards or tons, as appropriate.
- d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = [_____] in cubic yards or tons, as appropriate.

3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds

should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.9 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat.

3.10 INTEGRATED PEST MANAGEMENT

In order to minimize impacts to existing fauna and flora, the Contractor, through the Contracting Officer, shall coordinate with the Installation Pest Management Coordinator (IPMC) at the earliest possible time prior to pesticide application. The Contractor shall discuss integrated pest management strategies with the IPMC and receive concurrence from the IPMC through the COR prior to the application of any pesticide associated with these specifications. Installation Project Office Pest Management personnel shall be given the opportunity to be present at all meetings concerning treatment measures for pest or disease control and during application of the pesticide. The use and management of pesticides are regulated under 40 CFR 152 - 186.

3.10.1 Pesticide Delivery and Storage

Pesticides shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. Pesticides shall be stored according to manufacturer's instructions and under lock and key when unattended.

3.10.2 Qualifications

For the application of pesticides, the Contractor shall use the services of a subcontractor whose principal business is pest control. The subcontractor shall be licensed and certified in the state where the work is to be performed.

3.10.3 Pesticide Handling Requirements

The Contractor shall formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions and shall use the clothing and personal protective equipment specified on the labeling for use during all phases of the application. Material Safety Data Sheets (MSDS) shall be available for all pesticide products.

3.10.4 Application

Pesticides shall be applied by a State Certified Pesticide Applicator in accordance with EPA label restrictions and recommendation. The Certified Applicator shall wear clothing and personal protective equipment as specified on the pesticide label. Water used for formulating shall only come from locations designated by the Contracting Officer. The Contractor shall not allow the equipment to overflow. Prior to application of pesticide, all equipment shall be inspected for leaks, clogging, wear, or damage and shall be repaired prior to being used.

3.11 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.12 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.13 MILITARY MUNITIONS

In the event the Contractor discovers or uncovers military munitions as defined in 40 CFR 260, the Contractor shall immediately stop work in that area and immediately inform the Contracting Officer.

3.14 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.15 CONTAMINATED MEDIA MANAGEMENT

Contaminated environmental media consisting of, but not limited to, ground water, soils, and sediments shall be managed in accordance with the requirements of the USMA Environmental Management Division.

3.16 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

SECTION 01356A

STORM WATER POLLUTION PREVENTION MEASURES
08/96

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- ASTM D 4439 (2002) Standard Terminology for Geosynthetics
- ASTM D 4491 (1999a) Water Permeability of Geotextiles by Permittivity
- ASTM D 4533 (1991; R 1996) Trapezoid Tearing Strength of Geotextiles
- ASTM D 4632 (1991; R 2003) Grab Breaking Load and Elongation of Geotextiles
- ASTM D 4751 (1999a) Determining Apparent Opening Size of a Geotextile
- ASTM D 4873 (2002) Identification, Storage, and Handling of Geosynthetic Rolls

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01355A ENVIRONMENTAL PROTECTION, and the requirements of the State Pollution Discharge Elimination System (SPDES) permit attached to that Section.

1.3 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-07 Certificates

Mill Certificate or Affidavit

Certificate attesting that the Contractor has met all specified requirements.

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.4.1 Stabilization Practices

The stabilization practices to be implemented shall include temporary seeding, protection of trees, and mulching, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, e.g., clearing; when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

1.4.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

1.4.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

1.4.2 Structural Practices

Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff.

1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately before starting each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing). Silt fences shall be installed in the locations indicated on the drawings. Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

1.4.2.2 Straw Bales

The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment immediately before starting work (e.g., clearing). Areas where straw bales are to be used are shown on the drawings. Final removal of straw bale barriers shall be upon approval by the Contracting Officer. Rows of bales of straw shall be provided as follows:

- a. Along the downhill perimeter edge of the UXO area.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile	ASTM D 4632	100 lbs. min.
Elongation (%)		30 % max.
Trapezoid Tear	ASTM D 4533	55 lbs. min.
Permittivity	ASTM D 4491	0.2 sec-1
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 5 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

2.1.4 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

2.2 COMPONENTS FOR STRAW BALES

The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as byhalia, bermuda, etc., furnished in air dry condition. The bales shall have a standard cross section of 14 inches by 18 inches. All bales shall be either wire-bound or string-tied. The Contractor will use wooden stakes to secure the straw bales to the ground. Wooden stakes utilized for this purpose shall have minimum dimensions of 2 inches x 2 inches in cross section and shall have a minimum length of 3 feet.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the location of the silt fence. The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 INSTALLATION OF STRAW BALES

Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes shall be driven a minimum 18 inches deep into the ground to securely anchor the bales.

3.3 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

3.3.1 Silt Fence Maintenance

Silt fences shall be inspected in accordance with paragraph INSPECTIONS.

Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall receive erosion control.

3.3.2 Straw Bale Maintenance

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier.

Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be mulched.

3.4 INSPECTIONS

3.4.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.4.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.4.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

-- End of Section --

SECTION 01420

SAFETY
nyd 03/04

1.0 **SAFETY:** The contractor shall comply with all applicable Federal, State, and local safety and occupational health laws and regulations. Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, 3 Nov 2003 (with latest changes as of bid date) will be applied to all work under this contract. The referenced manual may be purchased from the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, DC 20402-9328, or via the internet at www.USACE.army.mil.

1.1 **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 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 and then select Changes to EM). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as set in this solicitation.

2.0 **ACCIDENT PREVENTION PROGRAM:** Within fifteen (15) calendar days after receipt of Notice to Proceed, and at least ten (10) calendar days prior to the Preconstruction Safety Conference, four (4) copies of the Accident Prevention Plan shall be submitted for review and acceptance by the Contracting Officer or the Contracting Officers Representative (COR). The accident prevention program shall be prepared in the format outlined in Appendix A of EM 385-1-1, "Minimum Basic Requirements for Accident Prevention Plan".

3.0 **HAZARD ANALYSIS:** Prior to beginning each major phase of work, an Activity Hazard Analysis shall be prepared by the Contractor performing that work, and submitted for review and acceptance. The format shall be in accordance with EM 385-1-1, figure 1-2. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new contractor or work crew is to perform. (See Contractor Quality Control specification for further guidance regarding coordination of "Activities" and "Principal Steps" indicated in the Activity Hazard Analysis with Contractor Quality Control activities). The analysis shall define the activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the activity hazard analysis has been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the government on-site representative(s). The activity hazard analyses shall be continuously reviewed and when appropriate modified to address changing site conditions or operations, with the concurrence of the site safety representative, the site superintendent, and the Contracting Officer. Activity hazard analyses shall be attached to and become part of the accident prevention plan or may be developed prior to each phase of work undertaken in the contract and

attached to the Quality Control reports.

3.1 Hazard analysis shall be used to identify and evaluate all substances, agents, or environments that present hazards and recommend control measures. Engineering and administrative controls shall be used to control hazards; in cases where engineering or administrative controls are not feasible, personal protective equipment may be used.

3.2 Information contained in MSDS (Material Safety Data Sheets) shall be incorporated in the hazard analysis for the activities in which hazardous or toxic materials will be used, or generated (e.g. fiberglass, crystalline silica, metal dust or fume, etc.)

4.0 **SITE SAFETY OFFICER:** The contractor shall identify an individual directly employed by the contractor as Site Safety Officer (SSO) responsible to the Contractor to implement and continually enforce the Accident Prevention Plan. The site safety officer shall not be the same individual as the Quality Control System Manager if the CQC System Manager is required to have no duties other than Quality Control. The site safety officer shall have the authority to suspend operational activities if the health and safety of personnel are endangered, and to suspend an individual from operational activities for infractions of the Accident Prevention Plan. Additional safety staff or alternate SSO may be assigned as determined by the Contractor. Alternate SSO must meet the same qualifications as the SSO.

4.1. The name, qualifications (training and experience) of the designated Site Safety Officer shall be included in the Accident Prevention Plan. The Site safety officer shall have the following qualifications:

a. A minimum of 5 years construction experience with at least 2 years experience in implementing safety programs at construction work sites for projects of comparable scope and complexity.

b. Documented experience in construction techniques and construction safety procedures.

c. Working knowledge of Federal and state occupational health and safety regulations.

d. Specific training in excavation safety, fall protection, and confined space.

e. CPR/First Aid certification (current).

f. Familiarity with and ability to use and implement the Corps of Engineers Safety Manual EM 385-1-1.

g. Successful completion within last 5 years (or as required by OSHA) of 10-hour OSHA Construction Safety Class.

4.2. Other Requirements: Other sections of the contract documents may also require separate specially qualified individuals in such areas a chemical data acquisition, sampling and analysis, medical monitoring, industrial hygiene, quality control, etc. Contractor must comply with all safety requirements.

5.0 **SITE INSPECTIONS:** The site safety officer shall perform frequent inspections of the job sites and the work in progress to ensure compliance

with EM 385-1-1 and to determine the effectiveness of the accident prevention plan. In addition, Quality Control personnel shall conduct and document daily safety inspections. Daily inspection logs shall be used to document inspections noting safety and health deficiencies, deficiencies in the effectiveness of the accident prevention plan, and corrective actions including timetable and responsibilities. The daily inspection logs will be attached to and submitted with the Daily Quality Control Reports or may be incorporated in the daily CQC report. Each entry shall include date, work area checked, employees present in work area, protective equipment and work equipment in use, special safety and health issues and notes, and signature of the preparer.

6.0 **HIGHLIGHTED PROVISIONS:** In addition to those items contained in EM 385-1-1, Appendix A, include the following items in the accident prevention plan:

6.1 Hard Hat Area. A statement that the jobsite is classified a "hard hat" area

6.2 Sanitation and Medical Requirements. Estimate the greatest number of employees, supervisors, etc., to be working at peak construction period, including subcontractor personnel. Include sanitation requirements and medical facilities identified for the job site. If a medical facility or physician is not accessible within five minutes of an injury to a group of two or more employees for the treatment of injuries, identify at least two or more employees on each shift who are qualified to administer first aid and CPR.

6.3 Equipment Inspection. The type of inspection program on cranes, trucks, and other types of construction equipment the Contractor plans to implement. Who will be responsible for the inspection and how the Contractor will control equipment of sub-contractors and equipment bought to the site by rental companies. Types of records to be kept.

6.3.1 Copies of records of all equipment inspections will be kept at the job site for review by the designated authority.

6.4 Crane & Derrick Operators: Written proof of qualification for all crane and derrick operators in accordance with EM 385-1-1, 16.C.05. Qualification shall be by written (or oral) examination and practical operating examination unless the operator is licensed by a state or city licensing agency for the particular type of crane or derrick. Proof of qualification shall be provided by the qualifying source.

7.0 **ACCIDENT REPORTS:** The contractor shall immediately report all accidents by telephone to the COR.

7.1 The Contractor will provide an initial written report of the accident to the COR within 24 hours. The Contractor shall complete and submit ENG Form 3394 for all accidents involving lost work time, medical treatment, and/or property damage in excess of \$2000.00 within 48 hours of the accident. The report shall accurately represent the circumstances of the accident, cause of the accident, extent of medical treatment, extent of injuries and steps to prevent occurrence of similar accidents. The hazard analysis covering the work activity being undertaken during the accident shall be attached to the report.

7.2 Daily records of all first aid treatment not otherwise reportable shall be maintained at the job site and furnished to the designated

authority upon request. Records shall also be maintained of all exposure and accident experience incidental to the work (OSHA Form 300 or equivalent as prescribed by 29 CFR 1904).

8.0 **MONTHLY EXPOSURE REPORTS:** The Contractor shall submit to the COR no later than the 1st day of each month, a compilation of manhours worked each month by the prime contractor and each subcontractor. In addition, the contractor shall report the number of accidents, severity, class of accidents, and lost time work days for each month.

9.0 **CLEAN-UP:** The Contractor's Accident Prevention Plan shall identify the individual's responsible for cleanup and shall establish a regular housekeeping procedure and schedule. If the COR determines that cleanup is not being performed satisfactorily, the Contractor shall establish a work crew to perform the continuous cleanup required by the contract clause titled: CLEANING UP: The number of individuals appointed to the cleanup work crew shall be increased as required in order to render adequate cleanup.

10.0 **FOCUS AREAS:** To supplement and emphasize the requirements of EM 385-1-1, the following is provided and shall be met as applicable.

10.1 **Electrical Work:** Electrical work shall not be performed on or near energized lines or equipment unless specified in the plans and specifications and approved by the COR. Plan and layout of proposed temporary power to the construction site shall be submitted and approved by the COR before work will be permitted.

10.1.1 Upon request by the Contractor, arrangements will be made for de-energizing lines and equipment so that work may be performed. All outages shall be requested through the COR a minimum of 14 days, unless otherwise specified, prior to the beginning of the specified outages. Dates and duration will be specified.

10.2 If approved by the COR, the following work may be performed with the lines energized using certified hot line equipment on lines above 600 volts, when the following conditions have been met:

- a. work below the conductors no closer than the clearance required in EM 385-1-1 from the energized conductors.
- b. setting and connection of new pre-trimmed poles in energized lines which do not replace an existing pole.
- c. setting and removing transformers or other equipment on poles.
- d. installation or removal of hot line connectors, jumpers, dead-end insulators for temporary isolation, etc., which are accomplished with hot line equipment from an insulated bucket truck.

10.3 **Energized Line Work Plan:** The Contractor shall submit a plan, in writing, describing his/her method of operation and the equipment to be used on energized lines. Proper certification from an approved source of the safe condition of all tools and equipment will be provided with the plan. The work will be planned and scheduled so that proper supervision is maintained. Emergency procedures, including communication, for disconnecting power in the event of an accident will be outlined in the plan. The Contractor will review his/her plan with the COR prior to being granted permission to perform the work.

10.4. No work on lines greater than 600 volts will be performed from the pole or without the use of an insulated bucket truck.

10.5 No work will be done on overbuilt lines while underbuilt lines are energized, except for temporary isolation and switching.

10.6 Electrical Tools and Cords: Hand held electrical tools shall be used only on circuits protected by ground fault circuit interrupters for protection of personnel. All general use extension cords shall be hard usage or extra hard usage. Damaged or repaired cords shall not be permitted.

10.7 Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity, and ground resistance before initial use and after modification. GFI outlets shall be installed and tested with a GFI circuit tester (tripping device) prior to use. Portable and vehicle mounted generators shall be inspected for compliance with EM 385-1-1 and NFPA 70. All electrical equipment located outdoors or in wet locations shall be enclosed in weatherproof enclosures in accordance with EM 385-1-1. Records of all tests and inspections will be kept by the contractor and made available on site for review by the designated authority. Submit sketch of proposed temporary power for acceptance.

10.8 Seat belts and ROPS shall be installed on all construction equipment. The operating authority will furnish proof from the manufacturer or licensed engineer that ROPS meets the applicable SAE standards cited in EM 385-1-1, pg. 302.

10.9 Radiation Permits or Authorizations: Contractors contemplating the use of a licensed or DOD regulated radiological device or radioactive material on a DOD installation will secure appropriate permit or authorization from the Department of Army or Department of the Air Force, as applicable. A 45-day lead-time should be programmed for obtaining the necessary authorization or permit. When requested, the COR will assist the Contractor in obtaining the required permit or authorization.

10.9.1 The Contractor shall develop and implement a radiation safety program to comply with EM 385-1-1, Section 06.E. Provisions for leak tests, authorized personnel, transport certificates, etc. will be addressed in the radiation safety program.

10.10 Elevating Work Platforms: All elevating work platforms shall be designed, constructed, maintained, used, and operated in accordance with ANSI A92.3, ANSI A92.6, ANSI A92.5 and EM 385-1-1, Sections 22.J.

10.10.1 Only personnel trained in the use of elevating work platforms shall be authorized to use them. A list of authorized users will be maintained by the contractor at the job site. The list will be updated to remain current and made available for review on site by the designated authority. Personnel safety belts must be worn.

10.11 Fall Protection: Fall protection in the form of standard guardrails, nets, or personal fall arrest systems will be provided for all work conducted over 6 feet in height. The contractor will submit his/her proposed method of fall protection to the COR as part of the Job Hazard Analysis for acceptance. If the contractor deems that conventional fall protection as described above is not feasible, or creates a greater hazard,

the Contractor will prepare a written fall protection plan in accordance with OSHA 29 CFR 1926.502(k). The plan will demonstrate the reasons that conventional fall protection is unfeasible or constitutes a greater hazard and will provide alternative safety measures for review and acceptance by the COR.

10.12 Excavations: All open excavations made in the earth's surface four (4) foot or greater will be under the supervision of a competent person trained in, and knowledgeable about, soils analysis, the use of protective systems, and the requirements of OSHA 29 CFR 1926, Subpart P and EM 385-1-1, Section 25. The competent person shall be designated in writing by the Contractor and a resume of their training and experience submitted to the COR for acceptance.

10.12.1 Excavations hazards and methods for their control will be specified in the job hazard analysis.

10.12.2 Sloping and benching: The design of sloping and benching shall be selected from and in accordance with written tabulated data, such as charts and tables. At least one copy of the tabulated data will be maintained at the job site.

10.12.3 Support Systems: shall be in accordance with one of the systems outlined in a through c below:

a. Designs drawn from manufacturer's specifications and in accordance with all specifications, limitations, and recommendations issued or made by the manufacturer. A copy of the manufacture's specifications, recommendations, and limitations will be in written form and maintained at the job site.

b. Designed by a registered engineer. At least one copy of the design shall be maintained at the job site during excavation.

c. Designs selected from and in accordance with tabulated data (such as tables and charts). At least one copy of the design shall be maintained at the job site during excavation

10.12.4 Excavations Greater than 20 Feet in Height: Sloping and benching or support systems shall be designed by a registered professional engineer. Designs shall be in writing and at least one copy of the design shall be maintained at the job site during excavation. The contractor will ensure that the registered professional engineer is working within a discipline applicable to the excavation work; i.e. it would be inappropriate for an electrical engineer to approve shoring designed for an excavation.

10.13 Confined Space: Entry into and work in a confined space will not be allowed when oxygen readings are less than 19.5% or greater than 23.5% or if the lower explosive limit (LEL) reading is greater than 10%, unless these conditions are adequately addressed in the confined space entry plan. In addition, action levels for toxic atmospheres shall be determined and any other known or potential hazards eliminated prior to entry.

11.0 **LANGUAGE:** For each group that has employees that do not speak English, the Contractor will provide a bilingual foreman that is fluent in the language of the workers. The contractor will implement the requirements of EM 385-1-1, 01.B through these foremen.

12.0 **CONTRACTOR SAFETY MEETINGS AND DOCUMENTATION:** Contractor shall

conduct and document safety meetings among its personnel as required by EM 385-1-1 and as indicated herein. Monthly meetings shall be held among all supervisors, and weekly meetings shall be conducted by supervisors or foreman for all workers. The agenda of the meeting shall include specific safety items pertinent to work being performed. Documentation shall include a summary of items discussed as well as other items required by the EM 385-1-1. Documentation shall be submitted to the Government monthly.

13.0 COORDINATION WITH OTHER SPECIFICATION SECTIONS: The requirements of this section are meant to supplement requirements of other sections. In cases of discrepancies the most stringent requirements shall apply. Other safety-related requirements can be found in the following specification sections:

- a. Specification Section 00800, Special Contract Requirements
- b. Specification Section 00700, Contract Clauses, paragraph entitled "accident Prevention"
- c. Specification Section entitled "Contractor Quality Control"
- d. Other specifications or contract requirements relating to site safety or health requirement or medical monitoring.

14.0 CONTRACTOR PERFORMANCE APPRAISAL: The occurrence of accidents and near misses due to negligence are strong indications that there has been insufficient emphasis on effective implementation and/or commitment to the accident prevention program. Should it become obvious that only lip service is being given to this program, an interim unsatisfactory performance appraisal rating will be issued. If safety continues to be unsatisfactory or marginal, the unsatisfactory rating will become final. The contractor should be aware that this appraisal will be stored in a national computer database which can be accessed by a multitude of agencies or municipalities desiring information on prospective contractors. An unsatisfactory rating in this database may affect the contractor's ability to obtain future Government work.

-- End of Section --

SECTION 01451

CONTRACTOR QUALITY CONTROL
NYD Edition 12/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1996) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and off site, and shall be keyed to the proposed construction sequence. For purposes of this section the term "construction" shall include all items of work, activities, materials and equipment as indicated in the contract documents. Other sections of the contract documents may also require separate, specially qualified individuals in such areas as chemical data acquisition, sampling and analysis, medical monitoring, industrial hygiene, safety officer, etc. The CQC organization will coordinate the activities of these individuals. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the on-site individual with the responsibility for the overall management of the project including logistics and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 90 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 90 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and off site, including work by subcontractors, fabricator, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to an officer in the Contractor's organization above the Project Superintendent, who is responsible for both quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. Clear indication that CQC System Manager will have no duties other than Quality Control.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.) The Contractor shall incorporate all tests required by the contract (including systems commissioning and operating tests) to derive the above list of testing information which shall be presented in matrix form as part of the CQC Plan. This matrix shall be suitable for use by the Contractor and the Government as a checklist to control testing to be done on the contract. Coordinate any additional test submission or plan requirements for Mechanical and Electrical Systems with appropriate specialized specification section if applicable.

f. Procedures for tracking preparatory, initial, and follow-up control

phases and control, verification, and acceptance tests including documentation. Provide matrix of Preparatory and Initial Inspections including specification reference paragraph, the name of the Definable Feature of Work, and spaces for date performed, results, and names of attendees.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will cover all features of work on the project, and will be agreed upon during the coordination meeting.

j. A brief explanation of the duties of the CQC organization with respect to safety. Note that separate Accident Prevention Plan and Hazards Analysis is required for submission and acceptance.

k. Contractor's plan for training all CQC personnel in the CQC System.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 14 calendar days prior to the Coordination Meeting. The initial plan submitted must be found acceptable by the Government before the Coordination Meeting can be held. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and off site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of

the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The number of CQC personnel shall be increased as required during times of high construction workload. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager 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. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, or shall hold a state Professional Engineer's license, with a minimum of 2 years construction experience on construction similar to this contract, one year of which as a Quality Control Representative. The CQC Manager may also be a construction person with a minimum of 4 years in related work, one year of which as a QC Representative. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

3.4.3 Organizational Expertise

The CQC organization, which includes the CQC System Manager and additional qualified personnel, must as a minimum possess general corporate technical knowledge of all aspects of the project, and must successfully execute the CQC System on all aspects of the project. Individuals possessing experience in specialized areas shall be added to the organization as required during periods when such specialty areas are being executed. Examples of such specialized areas would include HVAC, electrical distribution and substations, roofing, telecommunication systems, fire protection and alarm systems, computer installations, specialized welding, specialized finishes, precast concrete installation, modular housing, specialized geotech work, dredging, sand placement and surveying, chemical data acquisition, hazardous material removal and disposal, medical monitoring, etc., depending on the nature of the particular project. The Contractor must demonstrate that such additional qualified personnel have received sufficient training and indoctrination into the CQC system, and that these personnel properly execute the requirements of the CQC System within their areas of expertise.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed within the last five years the course entitled "Construction Quality Management for Contractors". This course is given at a

cost of \$25 by Government personnel and is of two-day duration. The Government will provide one instruction manual for the course.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC Organization at full strength at all times. When it is necessary to make changes to the organization, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements and are submitted in accordance with the date on the submittal register. CQC personnel shall also make physical checks of materials and equipment before installation to insure compliance with approved shop drawings.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work after all required plans/documents/materials are approved/accepted, and after copies are at the worksite, and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met per EM 385-1-1, "Safety and Health Requirements Manual".
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be

performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase meeting. This phase shall include a meeting conducted by the CQC System Manager and attended by the Superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall clearly indicate its intent and plan for communication of the results of the preparatory phase to applicable workers, to include materials, construction methods, workmanship standards, safety considerations and procedures, and preparatory phase meeting minutes.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work (DFW) when the accomplishment of a representative sample of the work is impending. The following shall be accomplished:

a. A check of the portion of work done to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 48 hours in advance of beginning the initial phase meeting. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), the foreman responsible for the definable feature and the work crew(s) for the appropriate DFW. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location (i.e. CQC Report number) of initial phase shall be indicated for future reference and comparison with follow-up phases.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable feature of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.6.5 Definable Feature of Work: Definition and Discussion

A Definable Feature of Work (DFW) is a portion of work consisting of materials, equipment, supplies and procedures which are closely related to each other, have the same control and will be accomplished by the same work crew to completion. A DFW must be sufficiently small so that control of the work (i.e. communication of requirements to workers, inspection of materials and workmanship and correction of deficiencies) will be easily accomplished. Some examples for various types of projects are:

- * Rough-in of electrical boxes and wiring methods
- * Lighting fixtures, receptacles, and accessories
- * Panelboards, circuit breakers and motors.
- * Water supply piping, fittings and supports
- * DWV piping, fittings and supports for plumbing
- * Concrete reinforcement and formwork
- * Concrete mixing, placement, curing and finishing
- * Testing Procedure for contaminated soil, materials and storage tank contents
- * Storage Tank disassembly and removal
- * Setting up of decontamination area, exclusion zones and standard safety procedures for asbestos removal
- * Asbestos removal and disposal procedures
- * Chemical Data Acquisition
- * Preparation, removal and disposal of contaminated material
- * Dredging and placement.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a laboratory which has been assurance inspected by the Corps of Engineers within the last two years. The Contractor shall perform the following activities and record and provide the

following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment and calibration in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, aggregate and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329. The Government requires a Corps of Engineers capability check of the laboratory which the contractor proposes to perform tests on soils, concrete, asphalt, aggregate and steel. If the laboratory proposed has not had the required Corps of Engineers capability check within the last two years, it will be performed by the Corps of Engineers at a cost of \$7200 to the contractor. This cost will be paid by the Contractor via check directly to the Corps of Engineers Laboratory performing the inspection and report.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$7200 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory.

3.7.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne

by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, as designated by the Government Representative. Coordination for each specific test, exact delivery location and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected.

The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished the Contractor shall notify the Government that the facility is ready for the Government's "Pre-final" inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is ready to be occupied. A Government "Pre-final Punch List" will be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected and so notify the Government so that a "Final" inspection with the customer can be scheduled. Any items noted on the "Pre-final" inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person and the Contracting Officer's Representative will be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final Inspection. Notice will be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being acceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause entitled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These

records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. "N/A" shall be entered into any field for which no entry is intended. 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 16 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel. All documentation is expected to be literate, legible and complete.

3.10 SAMPLE FORMS

(Note: If the Resident Management System (RMS) is required to be used by the contractor for the QC System as indicated elsewhere in this contract, Contractor will generate all reports in the RMS System, and attached forms will serve as guidance only. Otherwise forms contained herein will be used by the by CQC Staff for CQC System reporting).

- a. The 2-page form at the end of the section will be used for the basic

CQC Report. CQC personnel shall attach continuation sheets as required for any entries which cannot fit on the basic form. Preparatory and Initial Inspections, when performed, shall be indicated on the basic CQC report and minutes for each inspection shall be attached. Minutes will consist of a list of specific requirements for materials, procedures or equipment to be employed and shall also include any understandings reached or items of special importance discussed.

b. In addition, outstanding deficiencies shall be listed on the form "List of Outstanding Deficiencies" at the end of this section and shall be attached to each CQC report. As deficiencies are corrected, they are to be acknowledged on the basic CQC report and shall be deleted from the list.

c. Form at the end of this section entitled "CQC Test Report List" shall be used by the Contractor to track testing to be done as the project progresses, and also to summarize the Contractor's Quality Control testing to be reported on the CQC Plan.

d. Form "Record of Preparatory and Initial Inspections" at the end of this section shall be used by the Contractor to track Preparatory and Initial inspections as the project progresses and also to summarize these required inspections as part of the CQC Plan.

e. Additional reporting forms pertaining to specialized activities may be included herein or elsewhere in the contract, and shall be used for reporting as indicated.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. Deficiencies cited and verbal instructions given to the Contractor by the Government Representative shall be entered into that day's CQC Report.

(FORMS FOLLOW)

-- End of Section --

SECTION 01572

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

02/03

PART 1 GENERAL

1.1 GOVERNMENT POLICY

Government policy is to apply sound environmental principles in the design, construction and use of facilities. As part of the implementation of that policy the Contractor shall: (1) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

1.2 MANAGEMENT

The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging material for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

1.3 PLAN

A waste management plan shall be submitted to the Contracting Officer and the Environmental Management Branch of the Department of Public Works (DPW) at USMA, within 15 days after contract award and before initiating any site preparation work. The plan shall include the following:

- a. Name of individuals on the Contractor's staff responsible for waste prevention and management.
- b. Actions that will be taken to reduce solid waste generation.
- c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
- d. Characterization, including estimated types and quantities, of the waste to be generated.
- e. Name of landfill and/or incinerator to be used and the estimated

costs for use, assuming that there would be no salvage or recycling on the project.

f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.

g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified.

h. Identification of materials that cannot be recycled/reused with an explanation or justification.

i. Anticipated net cost savings determined by subtracting Contractor program management costs and the cost of disposal from the revenue generated by sale of the materials and the incineration and/or landfill cost avoidance.

1.4 RECORDS

Records shall be maintained to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. The records shall be made available to the Contracting Officer and Environmental Management Branch during construction, and a copy of the records shall be delivered to the Contracting Officer and the Environmental Management Branch of the DPW upon completion of the construction.

1.5 COLLECTION

The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials and separated by one of the following methods:

1.5.1 Source Separated Method

Waste products and materials that are recyclable shall be separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing.

1.5.2 Co-Mingled Method

Waste products and recyclable materials shall be placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed.

1.5.3 Other Methods

Other methods proposed by the Contractor may be used when approved by the Contracting Officer and the Environmental Management Branch.

1.6 DISPOSAL

Except as otherwise specified in other sections of the specifications, disposal shall be in accordance with the following:

1.6.1 Reuse

First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

1.6.2 Recycle

Waste materials not suitable for reuse, but having value as being recyclable, shall be made available for recycling whenever economically feasible.

1.6.3 Waste

Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

-- End of Section --

SECTION 02231

CLEARING
09/03

PART 1 GENERAL

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-03 Product Data

Nonsaleable Materials; G, A

Written permission to dispose of such products on private property shall be filed with the Contracting Officer.

SD-04 Samples

Herbicide

Submit samples in cans with manufacturer's label.

1.2 DELIVERY, STORAGE, AND HANDLING

Deliver materials to, store at the site, and handle in a manner which will maintain the materials in their original manufactured or fabricated condition until ready for use.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Roads and Walks

Keep roads and walks free of dirt and debris at all times.

3.1.2 Trees, Shrubs, and Existing Facilities

Trees and vegetation to be left standing shall be protected from damage incident to clearing, and construction operations by the erection of barriers or by such other means as the circumstances require.

3.1.3 Utility Lines

Protect existing utility lines that are indicated to remain from damage. Notify the Contracting Officer immediately of damage to or an encounter with an unknown existing utility line. The Contractor shall be responsible for the repairs of damage to existing utility lines that are indicated or

made known to the Contractor prior to start of clearing operations. When utility lines which are to be removed are encountered within the area of operations, the Contractor shall notify the Contracting Officer in ample time to minimize interruption of the service.

3.2 CLEARING

Clearing shall consist of the felling, trimming, and cutting of trees into sections. Rubbish occurring within the areas to be cleared shall be disposed of outside the limits of the Government-controlled land at the Contractor's responsibility. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface. Trees whose branches overhang the cleared area on the outside of the fence shall be trimmed of branches as indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches.

On the ski slope, large trees within the area to be cleared on either side of the fence, which form a canopy over the fence, will be left in place.

3.3 TREE REMOVAL

Where indicated or directed, trees shall be removed from areas outside those areas designated for clearing. This work shall include the felling of such trees. Trees shall be disposed of as specified in paragraph DISPOSITION OF MATERIALS.

3.4 PRUNING

Trim trees designated to be left standing within the cleared areas of dead branches 1 1/2 inches or more in diameter. Pruning cuts shall be made using the Natural Target Method; no flush cuts.

3.5 DISPOSITION OF MATERIALS

3.5.1 Nonsaleable Materials

The branches and stems of all trees and shrubs in the area to be cleared for the security fence will be chipped in place, with the resulting mulch material distributed, not piled, on-site within the cleared area. Stems too large to be chipped will be cut into sections (maximum length 12 feet) and placed just outside the cleared area. These stems will be placed generally perpendicular to the cleared area and will not be piled; each stem will be placed on the ground. As an alternative, large stems may be removed from USMA property and disposed of properly.

-- End of Section --

SECTION 02821A

FENCING
04/04

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C2 (IEEE) (1997) National Electrical Safety Code

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 121 (1999) Metallic-Coated Carbon Steel Barbed Wire

ASTM A 153/A 153M (2003) Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A 780 (2001) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings

ASTM A 824 (2001) Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence

ASTM F 1043 (2003) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework

ASTM F 1083 (1997) Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

ASTM F 626 (1996a) Fence Fittings

ASTM F 668 (1999a) Poly(Vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence Fabric

ASTM F 900 (2003) Industrial and Commercial Swing Gates

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA-70-2002 (2002) National Electrical Code

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-07 Certificates

Chain Link Fence

Statement, signed by an official authorized to certify on behalf of the manufacturer, attesting that the chain link fence and component materials meet the specified requirements.

SD-05 Design Data

Grounding Details; G, A

The Contractor shall submit for approval all equipment and installation details related to grounding of the fence.

SD-11 Closeout Submittals

Ground Test; G, A

Upon completion of the installation the Contractor shall submit for approval and final acceptance all ground test as prescribed in paragraph 3.9 GROUNDING.

1.3 APPROVAL OF POLYVINYL CHLORIDE-COATED FENCE MATERIALS

Polyvinyl chloride-coated fence materials shall be thoroughly inspected for cracking, peeling, and conformance with the specifications by the Contracting Officer's Representative prior to installation. Any fence materials rejected by the Contracting Officer's Representative shall be replaced by the contractor with approved materials at no additional cost to the Government.

PART 2 PRODUCTS

2.1 FENCE FABRIC

Fence fabric shall conform to the following:

2.1.1 Chain Link Fence Fabric

Class 2b polyvinyl chloride-coated steel fabric with 0.3 ounces of zinc coating per square foot in accordance with ASTM F 668. Fabric shall be fabricated of 9 gauge wire woven in 2 inch mesh. Polyvinyl chloride coating for fabric and all other fence components shall be manufacturer's standard black in color. Fabric height shall be as shown. Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.

2.2 GATES

ASTM F 900. Gate shall be the type and swing shown. Gate frames shall conform to strength and coating requirements of ASTM F 1083 for Group IA, steel pipe, with external coating Type A, nominal pipe size (NPS) 1-1/2. Gate frames shall conform to strength and coating requirements of ASTM F 1043, for Group IC, steel pipe with external coating Type A or Type B, nominal pipe size (NPS) 1-1/2. Gate frames shall be polyvinyl chloride coated steel pipe Group IA or Group IC with external coating Type A, a

nominal pipe size (NPS) 1-1/2, conforming to ASTM F 1043. Gate fabric shall be as specified for chain link fabric. Gate leaves more than 8 feet wide shall have either intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Gate leaves less than 8 feet wide shall have truss rods or intermediate braces. Gate fabric shall be attached to the gate frame by method standard with the manufacturer except that welding will not be permitted. Latches, hinges, stops, keepers, rollers, and other hardware items shall be furnished as required for the operation of the gate. Latches shall be arranged for padlocking so that the padlock will be accessible from both sides of the gate. Stops shall be provided for holding the gates in the open position. Each end member of gate frames shall be extended sufficiently above the top member to carry three strands of barbed wire in horizontal alignment with barbed wire strands on the fence.

2.3 POSTS

2.3.1 Metal Posts for Chain Link Fence

ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group IC steel pipe, zinc-coated with external coating Type A or Type B and Group IIA, roll-formed steel sections, shall meet the strength and coating requirements of ASTM F 1043. Group III, ASTM F 1043 steel H-section may be used for line posts in lieu of line post shapes specified for the other classes. Posts shall be either Group IA steel pipe, Group IC, Group IIA roll-formed steel sections or Group III steel H-sections and shall be zinc-coated (Type A) and polyvinyl chloride coated conforming to the requirements of ASTM F 1043. Sizes shall be as shown on the drawings. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence. Gate post shall be for the gate type specified subject to the limitation specified in ASTM F 900.

2.4 BRACES AND RAILS

ASTM F 1083, zinc-coated, Group IA, steel pipe, size NPS 1-1/4. Group IC steel pipe, zinc-coated, shall meet the strength and coating requirements of ASTM F 1043. Braces shall be Group IA or Group IC, steel pipe, size NPS 1-1/4 or Group IIA, roll-formed steel sections size 1-21/32 inch and shall be zinc-coated (Type A) and polyvinyl chloride-coated conforming to the requirements of ASTM F 1043. Group IIA, roll-formed steel sections, size 1-21/32 inch, conforming to ASTM F 1043, may be used as braces and rails if Group II line posts are furnished.

2.5 WIRE

2.5.1 Tension Wire

Tension wire shall be Type I or Type II, Class 2 coating, in accordance with ASTM A 824.

2.6 ACCESSORIES

ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Barbed wire shall be 2 strand, 12-1/2 gauge wire, zinc-coated, Class 3 in accordance with ASTM A 121 or aluminum coated Type I in accordance with ASTM A 585. Barbed wire shall be four-point barbed type steel wire. Barbed wire support arms shall be the single arm type and of

the design required for the post furnished. Tie wire for attaching fabric to rails, braces, and posts shall be 9 gauge steel wire and match the coating of the fence fabric. Miscellaneous hardware coatings shall conform to ASTM A 153/A 153M unless modified.

2.7 CONCRETE

ASTM C 94/C 94M using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part Portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

PART 3 EXECUTION

3.1 INSTALLATION

Fence shall be installed to the lines and grades indicated. The area on either side of the fence line shall be cleared to the extent indicated. Line posts shall be spaced equidistant at intervals not exceeding 10 feet except in UXO area. Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between terminal posts; however, runs between terminal posts shall not exceed 500 feet. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780.

3.2 EXCAVATION

Post holes shall be cleared of loose material. Waste material shall be spread where directed. The ground surface irregularities along the fence line shall be eliminated to the extent necessary to maintain a 2 inch clearance between the bottom of the fabric and grade at the fence posts.

3.3 POST INSTALLATION

3.3.1 Posts for Chain Link Fence

Posts shall be set plumb and in alignment. Except where solid rock is encountered, posts shall be set in concrete to the depth indicated on the drawings. Where solid rock is encountered with no overburden, posts shall be set to a minimum depth of 18 inches in rock. Where solid rock is covered with an overburden of soil or loose rock, posts shall be set to the minimum depth indicated on the drawing unless a penetration of 18 inches in solid rock is achieved before reaching the indicated depth, in which case depth of penetration shall terminate. All portions of posts set in rock shall be grouted. Portions of posts not set in rock shall be set in concrete from the rock to ground level. Posts set in concrete shall be set in holes not less than the diameter shown on the drawings. Diameters of holes in solid rock shall be at least 1 inch greater than the largest cross section of the post. Concrete and grout shall be thoroughly consolidated around each post, shall be free of voids and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the posts.

3.4 BRACES AND TRUSS RODS

Braces and truss rods shall be installed as indicated and in conformance with the standard practice for the fence furnished. Horizontal (compression) braces and diagonal truss (tension) rods shall be installed

on fences over 6 feet in height. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal.

3.5 TENSION WIRES

Tension wires shall be installed along the top and bottom of the fence line and attached to the terminal posts of each stretch of the fence. Top tension wires shall be installed within the top 1 foot of the installed fabric. Bottom tension wire shall be installed within the bottom 6 inches of the installed fabric. Tension wire shall be pulled taut and shall be free of sag.

3.6 CHAIN LINK FABRIC

Chain link fabric shall be installed on the side of the post indicated. Fabric shall be attached to terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately 15 inch intervals. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fabric shall be fastened to line posts at approximately 15 inch intervals and fastened to all rails and tension wires at approximately 12 inch intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the rolls to be joined. The bottom of the installed fabric shall be 2 inches above the ground at the fence posts.

3.7 BARBED WIRE SUPPORTING ARMS AND BARBED WIRE

3.7.1 General Requirements

Barbed wire supporting arms and barbed wire shall be installed as indicated and as recommended by the manufacturer. Supporting arms shall be anchored with 3/8 inch diameter plain pin rivets or, at the Contractor's option, with studs driven by low-velocity explosive-actuated tools for steel, wrought iron, ductile iron, or malleable iron. Studs driven by an explosive-actuated tool shall not be used with gray iron or other material that can be fractured. A minimum of two studs per support arm shall be used. Barbed wire shall be pulled taut and attached to the arms with clips or other means that will prevent easy removal.

3.8 GATE INSTALLATION

Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. Padlocks shall be attached to gates or gate posts with chains. Hinge pins, and hardware shall be welded or otherwise secured to prevent removal.

3.9 GROUNDING

Electrical equipment attached to the fence shall be grounded in accordance with the National Electrical Code, NFPA-70. Fences shall be grounded at the closest approach to each building located within 50 feet of the fence, and at each fence post which does not extend at least 36 inches into the ground (see detail on drawings) and at locations where rock may be encountered. Each gate panel shall be bonded to its gate post with a flexible, braided, copper bond strap #8 AWG or larger. Fences crossed by powerlines of 600 volts or more shall be grounded at or near the point of

crossing and at distances not exceeding 50 feet on each side of the crossing. Fences which are parallel to, and within 20 feet of overhead power lines shall be grounded for the entire length at points not exceeding 150 feet or at a minimum of 4 locations, whichever is greater. The Contractor shall perform ground resistance tests in accordance with IEEE 81 utilizing the fall of potential method, at each end of gate post opening and any overhead power line crossings and parallel locations, at intervals of 150 feet. All ground connections shall be made using the exothermic weld (fusion process). Ground clamps shall not be used. Ground conductor shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall be 3/4 inch by 10 foot long copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least 6 inches below the grade. Where driving is impracticable, electrodes shall be buried a minimum of 12 inches deep and radially from the fence. The top of the electrode shall be not less than 2 feet or more than 8 feet from the fence. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods. After installation the total resistance of fence to ground shall not be greater than 25 ohms.

-- End of Section --

SECTION 02921

SEEDING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602	(1995a; R 2001) Agricultural Liming Materials
ASTM D 2028	(1977; R 2004) Cutback Asphalt (Rapid-Curing Type)
ASTM D 4972	(2001) pH of Soils
ASTM D 5268	(2002) Topsoil Used for Landscaping Purposes
ASTM D 5883	(1996; R 2002) Use of Rotary Kiln Produced Expanded Shale, Clay or Slate (ESCS) as a Mineral Amendment in Topsoil Used for Landscaping and Related Purposes
ASTM D 977	(2003) Emulsified Asphalt

U.S. DEPARTMENT OF AGRICULTURE (USDA)

AMS Seed Act	(1995) Federal Seed Act Regulations Part 201
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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-03 Product Data

Equipment; G, A
 Surface Erosion Control Material; G, A
 Chemical Treatment Material; G, A

Manufacturer's literature including physical characteristics, application and installation instructions for equipment, surface erosion control material and chemical treatment material.

A listing of equipment to be used for the seeding operation.

Delivery; G, A

Delivery schedule.

Finished Grade and Topsoil; G, A

Finished grade status.

Topsoil; G, A

Availability of topsoil from the stripping and stock piling operation.

Quantity Check; G, A

Bag count or bulk weight measurements of material used compared with area covered to determine the application rate and quantity installed.

Seed Establishment Period; G, A

Calendar time period for the seed establishment period. When there is more than one seed establishment period, the boundaries of the seeded area covered for each period shall be described.

Maintenance Record; G, A

Maintenance work performed, area repaired or reinstalled, diagnosis for unsatisfactory stand of grass plants.

Application of Pesticide; G, A

Pesticide treatment plan with sequence of treatment work with dates and times. The pesticide trade name, EPA registration number, chemical composition, formulation, concentration of original and diluted material, application rate of active ingredients, method of application, area treated, amount applied; and the name and state license number of the state certified applicator shall be included.

SD-04 Samples

Delivered Topsoil; G, A

Samples taken from several locations at the source.

Soil Amendments; G, A

A 10 pound sample.

SD-06 Test Reports

Equipment Calibration; G, A

Certification of calibration tests conducted on the equipment used in the seeding operation.

Soil Test; G, A

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

SD-07 Certificates

Seed; G, A
Topsoil; G, A
pH Adjuster; G, A
Fertilizer; G, A
Organic Material; G, A
Soil Conditioner; G, A
Mulch; G, A
Asphalt Adhesive; G, A
Pesticide; G, A

Prior to the delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following:

- a. Seed. Classification, botanical name, common name, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, and date tested.
- b. Topsoil. Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.
- c. pH Adjuster. Calcium carbonate equivalent and sieve analysis.
- d. Fertilizer. Chemical analysis and composition percent.
- e. Organic Material: Composition and source.
- f. Soil Conditioner: Composition and source.
- g. Mulch: Composition and source.
- h. Asphalt Adhesive: Composition.
- i. Pesticide. EPA registration number and registered uses.

1.3 SOURCE INSPECTION

The source of delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

1.4.1.1 Delivered Topsoil

Prior to the delivery of any topsoil, its availability shall be verified in paragraph TOPSOIL. A soil test shall be provided for topsoil delivered to the site.

1.4.1.2 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.1.3 Pesticides

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses.

1.4.2 Inspection

Seed shall be inspected upon arrival at the job site for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected. Other materials shall be inspected for compliance with specified requirements. The following shall be rejected: open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter; and topsoil that contains viable plants and plant parts. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in designated areas. Seed, lime, and fertilizer shall be stored in cool, dry locations away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with seeding operation materials.

1.4.4 Handling

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.4.5 Time Limitation

Hydroseeding time limitation for holding seed in the slurry shall be a maximum 24 hours.

1.5 PROJECT CONDITIONS

a. Limitations:

1. Environmental: Do not plant when the ground is frozen, snow covered, muddy, or when air temperature is below 32 degrees F.

b. Protect existing utilities, paving, and other facilities from damage caused by seeding operations.

PART 2 PRODUCTS

2.1 SEED

2.1.1 Seed Classification

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS Seed Act and applicable state seed laws.

2.1.2 Seed Species and Mixtures

Permanent seed species and mixtures shall be proportioned by weight as follows:

Shade Area Seed Mixture

25-30% tetraploid annual ryegrass
20-25% rough bluegrass
25-30% Silvana hard fescue
20-25% Canada bluegrass

Sunny Area Seed Mixture

15-20% tetraploid annual ryegrass
20-25% tall fescue
10-15% rough bluegrass
10-15% bush clover

Wet Area Seeds (use combined or single species)

Tioga deer tongue
Meadow foxtail
Riverbank wild rye
Fowl meadow grass

2.1.3 Quality

Weed seed shall be a maximum 1 percent by weight of the total mixture.

2.1.4 Seed Mixing

The mixing of seed may be done by the seed supplier prior to delivery, or on site as directed.

2.1.5 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. When available, the topsoil shall be the existing surface soil stripped and stockpiled onsite. When additional topsoil is required beyond the available topsoil from the stripping operation, topsoil shall be delivered and amended as recommended by the soil test for the seed specified. Topsoil shall be free from slag,

cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of pH adjuster, fertilizer, organic material and soil conditioners meeting the following requirements. Vermiculite shall not be used.

2.3.1 pH Adjuster

The pH adjuster shall be an agricultural liming material in accordance with ASTM C 602. These materials may be burnt lime, hydrated lime, ground limestone, sulfur, or shells. The pH adjuster shall be used to create a favorable soil pH for the plant material specified.

2.3.1.1 Limestone

Limestone material shall contain a minimum calcium carbonate equivalent of 80 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 55 percent shall pass through a No. 60 sieve. To raise soil pH, ground limestone shall be used.

2.3.1.2 Hydrated Lime

Hydrated lime shall contain a minimum calcium carbonate equivalent of 110 percent. Gradation: A minimum 100 percent shall pass through a No. 8 sieve and a minimum 97 percent shall pass through a No. 60 sieve.

2.3.1.3 Burnt Lime

Burnt lime shall contain a minimum calcium carbonate equivalent of 140 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 35 percent shall pass through a No. 60 sieve.

2.3.2 Fertilizer

Fertilizer shall be a commercial fertilizer having an analysis delivering nitrogen phosphoric acid and potash in amounts corresponding to the soil test performed on the topsoil. Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.3.3 Nitrogen Carrier Fertilizer

It shall be as recommended by the soil test. Nitrogen carrier fertilizer shall be commercial grade, free flowing, and uniform in composition. The fertilizer may be a liquid nitrogen solution.

2.3.4 Organic Material

Organic material shall consist of either bonemeal, rotted manure, decomposed wood derivatives, recycled compost, or worm castings.

2.3.4.1 Bonemeal

Bonemeal shall be finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

2.3.4.2 Rotted Manure

Rotted manure shall be unleached horse, chicken or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. It shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

2.3.4.3 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material that is free of stones, sticks, soil, and toxic substances harmful to plants, and is fully composted or stabilized with nitrogen.

2.3.4.4 Recycled Compost

Compost shall be a well decomposed, stable, weed free organic matter source. Compost shall be derived from food; agricultural or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. The compost shall possess no objectionable odors and shall not resemble the raw material from which it was derived. The material shall not contain substances toxic to plants. Gradation: The compost material shall pass through a 0.4 inch screen, possess a pH of 5.5 to 8.0, and have a moisture content between 35-55 percent by weight. The material shall not contain more than 1 percent by weight of man-made foreign matter. Compost shall be cleaned of plastic materials larger than 2 inches in length.

2.3.4.5 Worm Castings

Worm castings shall be screened from worms and food source, and shall be commercially packaged.

2.3.5 Soil Conditioner

Soil conditioner shall be sand, super absorbent polymers, calcined clay, or gypsum for use singly or in combination to meet the requirements of the soil test.

2.3.5.1 Sand

Sand shall be clean and free of toxic materials. Gradation: A minimum 95 percent by weight shall pass a No. 8 sieve and a minimum 10 percent by weight shall pass a No. 14 sieve. Greensand shall be balanced with the inclusion of trace minerals and nutrients.

2.3.5.2 Super Absorbent Polymers

To improve water retention in soils, super absorbent polymers shall be sized and applied according to the manufacturer's recommendations. Polymers shall be added as a soil amendment and be cross-linked polyacrylamide, with an absorption capacity of 250-400 times its weight. Polymers shall also be added to the seed and be a starch grafted

polyacrylonitrile, with graphite added as a tacky sticker. It shall have an absorption capacity of 100 plus times its weight.

2.3.5.3 Calcined Clay

Calcined clay shall be granular particles produced from montmorillonite clay calcined to a minimum temperature of 1200 degrees F. Gradation: A minimum 90 percent shall pass a No. 8 sieve; a minimum 99 percent shall be retained on a No. 60 sieve; and a maximum 2 percent shall pass a No. 100 sieve. Bulk density: A maximum 40 pounds per cubic foot.

2.3.5.4 Gypsum

Gypsum shall be commercially packaged, free flowing, and a minimum 95 percent calcium sulfate by volume.

2.3.5.5 Expanded Shale, Clay, or Slate (ESCS)

Rotary kiln produced ESCS material shall be in conformance with ASTM D 5883.

2.4 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region.

2.4.1 Straw

Straw shall be stalks from oats, wheat, rye, barley, or rice, furnished in air-dry condition and with a consistency for placing with commercial mulch-blowing equipment.

2.4.2 Hay

Hay shall be native hay, sudan-grass hay, broomsedge hay, or other herbaceous mowings, furnished in an air-dry condition suitable for placing with commercial mulch-blowing equipment.

2.4.3 Wood Cellulose Fiber

Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate placement during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.

2.4.4 Paper Fiber

Paper fiber mulch shall be recycled news print that is shredded for the purpose of mulching seed.

2.5 ASPHALT ADHESIVE

Asphalt adhesive shall conform to the following: Emulsified asphalt, conforming to ASTM D 977, Grade SS-1; and cutback asphalt, conforming to ASTM D 2028, Designation RC-70.

2.6 WATER

Water shall be the responsibility of the Contractor, unless otherwise noted. Water shall not contain elements toxic to plant life.

2.7 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification, a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

2.8 SURFACE EROSION CONTROL MATERIAL

Surface erosion control material shall conform to the following:

2.8.1 Surface Erosion Control Blanket

Blanket shall be machine produced mat of wood excelsior formed from a web of interlocking wood fibers; covered on one side with either knitted straw blanket-like mat construction; covered with biodegradable plastic mesh; or interwoven biodegradable thread, plastic netting, or twisted kraft paper cord netting.

2.8.2 Surface Erosion Control Fabric

Fabric shall be knitted construction of polypropylene yarn with uniform mesh openings 3/4 to 1 inch square with strips of biodegradable paper. Filler paper strips shall have a minimum life of 6 months.

2.8.3 Surface Erosion Control Net

Net shall be heavy, twisted jute mesh, weighing approximately 1.22 pounds per linear yard and 4 feet wide with mesh openings of approximately 1 inch square.

2.8.4 Surface Erosion Control Chemicals

Chemicals shall be high-polymer synthetic resin or cold-water emulsion of selected petroleum resins.

2.8.5 Hydrophilic Colloids

Hydrophilic colloids shall be physiologically harmless to plant and animal life without phytotoxic agents. Colloids shall be naturally occurring, silicate powder based, and shall form a water insoluble membrane after curing. Colloids shall resist mold growth.

2.8.6 Erosion Control Material Anchors

Erosion control anchors shall be as recommended by the manufacturer.

PART 3 EXECUTION

3.1 INSTALLING SEED TIME AND CONDITIONS

3.1.1 Seeding Time

Seed shall be installed from March 30 to May 31 for spring establishment; from September 1 to October 15 for fall establishment.

3.1.2 Seeding Conditions

Seeding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed.

When special conditions warrant a variance to the seeding operations, proposed alternate times shall be submitted for approval.

3.1.3 Equipment Calibration

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. The calibration test results shall be provided within 1 week of testing.

3.1.4 Soil Test

Delivered topsoil, existing soil in smooth graded areas, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile, minimum 5 soil samples from each seed mix area. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the seed species specified.

3.2 SITE PREPARATION

3.2.1 Finished Grade and Topsoil

The Contractor shall verify that grades are as indicated on drawings, and the placing of topsoil, smooth grading, and compaction requirements have been completed prior to the commencement of the seeding operation.

3.2.2 Application of Soil Amendments

3.2.2.1 Applying pH Adjuster

The pH adjuster shall be applied as recommended by the soil test. The pH adjuster shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage operation.

3.2.2.2 Applying Fertilizer

The fertilizer shall be applied as recommended by the soil test. Fertilizer shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage or hydroseeding operation.

3.2.2.3 Applying Soil Conditioner

The soil conditioner shall be as recommended by the soil test. The soil conditioner shall be spread uniformly over the soil a minimum 1 inch depth and thoroughly incorporated by tillage into the soil to a maximum 4 inch depth.

3.2.2.4 Applying Super Absorbent Polymers

Polymers shall be spread uniformly over the soil as recommended by the manufacturer and thoroughly incorporated by tillage into the soil to a maximum 4 inch depth.

3.2.3 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 8 inch depth. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 2 inch depth by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The pH adjuster, fertilizer, and soil conditioner may be applied during this procedure.

3.2.4 Prepared Surface

3.2.4.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be completed with a light raking to remove debris.

3.2.4.2 Field Area Debris

Debris and stones over a minimum 3 inch in any dimension shall be removed from the surface.

3.2.4.3 Protection

Areas with the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

3.3 INSTALLATION

Prior to installing seed, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

3.3.1 Installing Seed

Seeding method shall be Broadcast Seeding or Hydroseeding. Seeding procedure shall ensure even coverage. Gravity feed applicators, which drop seed directly from a hopper onto the prepared soil, shall not be used because of the difficulty in achieving even coverage, unless otherwise approved. Absorbent polymer powder shall be mixed with the dry seed at the rate recommended by the manufacturer.

3.3.1.1 Broadcast Seeding

Seed shall be uniformly broadcast at the rate of 220 pounds per acre using broadcast seeders. Half the total rate of seed application shall be

broadcast in 1 direction, with the remainder of the seed rate broadcast at 90 degrees from the first direction. Seed shall be covered a maximum 1/4 inch depth by disk harrow, steel mat drag, cultipacker, or other approved device.

3.3.1.2 Rolling

The entire area shall be firmed with a roller not exceeding 260 pounds per yard roller width. Slopes over a maximum 3-horizontal-to-1 vertical shall not be rolled. Areas seeded with seed drills equipped with rollers shall not be rolled.

3.3.2 Hydroseeding

Seed shall be mixed to ensure broadcast at the rate of 220 pounds per acre. Seed and fertilizer shall be added to water and thoroughly mixed to meet the rates specified. The time period for the seed to be held in the slurry shall be a maximum 24 hours. Wood cellulose fiber mulch and tackifier shall be added at the rates recommended by the manufacturer after the seed, fertilizer, and water have been thoroughly mixed to produce a homogeneous slurry. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

3.3.3 Mulching

3.3.3.1 Hay or Straw Mulch

Hay or straw mulch shall be spread uniformly at the rate of 2 tons per acre. Mulch shall be spread by hand, blower-type mulch spreader, or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of steep slopes, and continued uniformly until the area is covered. The mulch shall not be bunched or clumped. Sunlight shall not be completely excluded from penetrating to the ground surface. All areas installed with seed shall be mulched on the same day as the seeding. Mulch shall be anchored immediately following spreading.

3.3.3.2 Mechanical Anchor

Mechanical anchor shall be a V-type-wheel land packer; a scalloped-disk land packer designed to force mulch into the soil surface; or other suitable equipment.

3.3.3.3 Asphalt Adhesive Tackifier

Asphalt adhesive tackifier shall be sprayed at a rate between 10 to 13 gallons per 1000 square feet. Sunlight shall not be completely excluded from penetrating to the ground surface.

3.3.3.4 Non-Asphaltic Tackifier

Hydrophilic colloid shall be applied at the rate recommended by the manufacturer, using hydraulic equipment suitable for thoroughly mixing with water. A uniform mixture shall be applied over the area.

3.3.3.5 Asphalt Adhesive Coated Mulch

Hay or straw mulch may be spread simultaneously with asphalt adhesive applied at a rate between 10 to 13 gallons per 1000 square feet, using

power mulch equipment which shall be equipped with suitable asphalt pump and nozzle. The adhesive-coated mulch shall be applied evenly over the surface. Sunlight shall not be completely excluded from penetrating to the ground surface.

3.3.3.6 Wood Cellulose Fiber, Paper Fiber, and Recycled Paper

Wood cellulose fiber, paper fiber, or recycled paper shall be applied as part of the hydroseeding operation. The mulch shall be mixed and applied in accordance with the manufacturer's recommendations.

3.3.4 Watering Seed

Watering shall be started immediately after completing the seeding of an area. Water shall be applied to supplement rainfall at a rate sufficient to ensure moist soil conditions to a minimum 1 inch depth. Run-off and puddling shall be prevented. Watering trucks shall not be driven over turf areas, unless otherwise directed. Watering of other adjacent areas or plant material shall be prevented.

3.4 SURFACE EROSION CONTROL

3.4.1 Surface Erosion Control Material

Where indicated or as directed, surface erosion control material shall be installed in accordance with manufacturer's instructions. Placement of the material shall be accomplished without damage to installed material or without deviation to finished grade.

3.4.2 Soil Amendments

When soil amendments have not been applied to the area, the quantity of 1/2 of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION. The area shall be watered in accordance with paragraph Watering Seed.

3.4.2.1 Remaining Soil Amendments

The remaining soil amendments shall be applied in accordance with the paragraph Tillage when the surface is prepared for installing seed.

3.5 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of material used shall be compared with the total area covered to determine the rate of application used. Differences between the quantity applied and the quantity specified shall be adjusted as directed.

3.6 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

3.6.1 Technical Representative

The certified installation pest management coordinator shall be the

technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

3.6.2 Application

A state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately. A pesticide plan shall be submitted.

3.7 RESTORATION AND CLEAN UP

3.7.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the seeding operation shall be restored to original condition at Contractor's expense.

3.7.2 Clean Up

Excess and waste material shall be removed from the seeded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

3.8 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the seeding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed. Signage shall be in accordance with Section 10430A EXTERIOR SIGNAGE.

3.9 SEED ESTABLISHMENT PERIOD

3.9.1 Commencement

The seed establishment period to obtain a healthy stand of grass plants shall begin on the first day of seeding work under this contract and shall continue through the remaining life of the contract and end 6 months after the last day of the seeding operation required by this contract. Written calendar time period shall be furnished for the seed establishment period. When there is more than 1 seed establishment period, the boundaries of the seeded area covered for each period shall be described. The establishment period shall be modified for inclement weather, shut down periods, or for separate completion dates of areas.

3.9.2 Satisfactory Stand of Grass Plants

Grass plants shall be evaluated for species and health when the grass plants are a minimum 1 inch high.

3.9.2.1 Field Area

A satisfactory stand of grass plants from the seeding operation for a field area shall be a minimum 1000 grass plants per square yard. The total bare spots shall not exceed 2 percent of the total seeded area.

3.9.3 Maintenance During Establishment Period

Maintenance of the seeded areas shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing; watering; and post-fertilization.

3.9.3.1 Mowing

- a. Field Areas: Field areas shall be mowed once during the season to a minimum 3/4 inch height. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

3.9.3.2 Post-Fertilization

The fertilizer shall be applied as recommended by the soil test. A maximum 3.5 pounds per acre of actual available nitrogen shall be provided to the grass plants. The application shall be timed prior to the advent of winter dormancy and shall be made without burning the installed grass plants.

3.9.3.3 Pesticide Treatment

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

3.9.3.4 Repair or Reinstall

Unsatisfactory stand of grass plants and mulch shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

3.9.3.5 Maintenance Record

A record of each site visit shall be furnished, describing the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

-- End of Section --