

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS-04-R-0018	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 23-Aug-2004	PAGE OF PAGES 1 OF 87
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4077-6848	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	CODE W912DS FAX: 212-264-3013	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> See Item 7 TEL: FAX:	CODE
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9. FOR INFORMATION CALL:	A. NAME EDWARD T LEW	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-7740
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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):*

FY04 MAINTENANCE TRAINING FACILITY (MTF), PROJECT NO. PTFLO5-3000, MCGUIRE AFB, NEW JERSEY

THIS REQUIREMENT IS AN COMPETITIVE 8(a) SET-ASIDE PROCUREMENT.
THE NAICS CODE IS 236990 WITH A SIZE STANDARD OF \$28.5 MILLION

THIS SOLICITATION INCORPORATES ALL TECHNICAL ASPECTS OF THE REQUIREMENT AS IDENTIFIED IN THE CANCELED IFB SOLICITATION W912DS-04-B-0007, SECTION 00800 OF DIVISION 00, AND DIVISION(S) 01 THRU 16, AND ALL RESPECTIVE AMENDMENTS (0001-0007) ISSUED THEREAFTER, AND INCLUDES FURTHER TECHNICAL CHANGES INCORPORATED AND PROVIDED HEREIN.

THIS RFP IS RESTRICTED TO ALL RESPONSIBLE BIDDERS ASSOCIATED WITH SOLICITATION NO. W912DS-04-B-0007. THIS SOLICITATION IS ISSUED AS PRESCRIBED IAW FAR SUBPART 14.404-1(f), FOR THE COMPLETION OF AWARD TO THE CANCELED SOLICITATION NO. W912DS-04-B-0007.

11. The Contractor shall begin performance within 5 calendar days and complete it within 365 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See SECTION 00800 _____ .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM (hour) local time 02 Sep 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 *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***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

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER

(Type or print)

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

TECHNICAL INFORMATION

DRAWINGS AND SPECIFICATIONS FOR Maintenance Training Facility, McGUIRE AFB, NEW JERSEY issued under solicitation W912DS-04-B-0007 are incorporated into this solicitation, subject to the following changes:

DRAWINGS

1. The following drawings have been **REVISED** and **REISSUED**:

<u>Sheet</u>	<u>Drawing Title</u>	<u>Revision Number</u>	<u>Date of Revision</u>
G-002	Optional Bid Items Plan	1	08/23/2004
C-102	Demolition Plan	3	08/23/2004
C-201	Site Plan	3	08/23/2004
C-202	Grading and Drainage Plan	3	08/23/2004
C-203	Utility Plan	3	08/23/2004
C-301	Sewer Profiles	3	08/23/2004
C-401	Civil Details	3	08/23/2004
C-501	HTHW System Details	3	08/23/2004
C-601	Soil Erosion and Sediment Control Plan	3	08/23/2004
L-100	Landscape Plan	3	08/23/2004
LS-100	Life Safety Plan	1	08/23/2004
A-001	Architectural Site Plan	3	08/23/2004
A-100	Overall Floor Plans	2	08/23/2004
A-102	East First Floor Plan	3	08/23/2004
A-104	Overall Roof Plan	1	08/23/2004
A-200	Overall Building Elevations	2	08/23/2004
A-201	Enlarged Building Elevations	2	08/23/2004
A-202	Enlarged Building Elevations	1	08/23/2004
A-203	Building Sections	1	08/23/2004
A-300	Enlarged Lobby Plan / Elevations	1	08/23/2004
A-301	Enlarged Lobby Sections & Elevations	1	08/23/2004
A-302	Enlarged Plan / Sections / Elevations	1	08/23/2004

A-303	Interior Lobby Details	1	08/23/2004
A-304	Interior Lobby Details	1	08/23/2004
A-401	East First Floor Reflected Ceiling Plan	2	08/23/2004
A-402	Second Floor Reflected Ceiling Plan	1	08/23/2004
A-500	Wall Sections	1	08/23/2004
A-501	Wall Sections	1	08/23/2004
A-503	Roof Details	1	08/23/2004
A-506	Plan Details	2	08/23/2004
A-508	Details	2	08/23/2004
A-600	Finish Schedule and Legends	3	08/23/2004
A-602	Door Schedule & Types & Legends	2	08/23/2004
A-604	Window & Louver Details	1	08/23/2004
S-203	Typical Composite Construction Details	1	08/23/2004
S-204	Typical Steel Framing Details	1	08/23/2004
S-302	Partial Building Elevations	1	08/23/2004

2. The following drawings have been **ADDED**:

S-205	Miscellaneous Sections & Details	1	08/23/2004
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3. The following drawings have been **DELETED**:

C-502	HTHW Details
C-502 R	HTHW Shop Drawing Reference
E-403	Roof Plan – Lightning Protection

SPECIFICATIONS

1. The following specifications are **ADDED** to the specification and issued with this amendment:

Section 07412 - Non Structural Metal Roofing

2. The following specifications are **DELETED** with this amendment:

Section 07416A - Structural Standing Seam Metal Roof (SSSMR) System

Section 13100A – Lightning Protection System

Section 12490A – Window Treatment

3. The following specifications are **REVISED** and **REISSUED** with this amendment:

Section 07413 – Metal Wall Panels

4. The following specifications are **REVISED**, but not reissued.

Section 00800 - Special Contract Requirements: Paragraph 1. ff (2); **DELETE**, without replacement the first sentence of this paragraph, which as follows: “Construction limits for the project are shall be as shown on the drawing G002”

Section 01451 - Contractor Quality Control: Paragraph 3.4.2, CQC System Manager; **DELETE**, without replacement the last sentence of this paragraph, which reads as follows: "The CQC System Manager shall be assigned no duties other than Quality Control."

Section 08120 - Aluminum Doors and Frames Para 1.2.1 Structural: **ADD** the following paragraphs to the end of this section:

Glazed Door Frames. Provide door rails and stiles of aluminum as detailed below.

Frame Member Design: Aluminum members may be designed based on a 0.2% offset yield strength. Equivalent static design loads for the window, skylight, and door members shall be 7 kilopascals (1 lb per square in) applied to the surface of the glazing and frame and mullion deformations shall not exceed 1/60 of the unsupported member lengths.

Glazing Frame Bite. The glazing shall have a minimum frame bite of 9.5-mm (3/8-in) for structurally glazed systems and 25-mm (1-in) for window systems that are not structurally glazed.

Connection Design. Equivalent static design loads for connections of the door and frames to the surrounding walls or roof, hardware and associated connections, and glazing stop connections shall be 75 kilopascals (10.8 lbs per square inch) for glazing panels with a vision area less than or equal to 1.0 square meters (10.8 square feet) and 30 kilopascals (4.4 lbs per square inch) for glazing panels with a vision area greater than 1.0 square meters (10.8 square feet) but less than or equal to 3.0 square meters (32 square feet). Loads shall be applied to the surface of the glazing and frame. Connections and hardware may be designed for 0.2% offset yield strength for aluminum.”

Section 08600 - Skylights Para 2.4 Skylight Systems: **ADD** the following paragraphs to this section after item L:

Glazed Frames. Provide rails and stiles of aluminum as detailed below.

Frame Member Design: Aluminum members may be designed based on a 0.2% offset yield strength. Equivalent static design loads for the window and skylight members shall be 7 kilopascals (1 lb per square in) applied to the surface of the panels, glazing and frame deformations shall not exceed 1/60 of the unsupported member lengths.

Glazing Frame Bite. The glazing shall have a minimum frame bite of 9.5-mm (3/8-in) for structurally glazed systems and 25-mm (1-in) for window systems that are not structurally glazed.

Connection Design. Equivalent static design loads for connections of the door and frames to the surrounding walls or roof, hardware and associated connections, and glazing stop connections shall be 75 kilopascals (10.8 lbs per square inch) for glazing panels with a vision area less than or equal to 1.0 square meters (10.8 square feet) and 30 kilopascals (4.4 lbs per square inch) for glazing panels with a vision area greater than 1.0 square meters (10.8 square feet) but less than or equal to 3.0 square meters (32 square feet). Loads shall be applied to the surface of the glazing and frame. Connections and hardware may be designed for 0.2% offset yield strength for aluminum.”

Para 2.4.B Skylight Systems **ADD** after color # 20040 “using manufacturer standard finish system.”

Para 2.4.I Skylight Systems – **DELETE** the entire paragraph

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE BID FFP ALL WORK FOR THE C-17 MTF AS DESCRIBED IN THE PLANS AND SPECIFICATIONS, INCLUDING ALL PLANT, LABOR AND MATERIALS, COMPLETE AND EXCLUDING BASE BID ITEMS NOS. 0002, AND 0003 BELOW. PURCHASE REQUEST NUMBER: W16ROE-4077-6848</p>	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>SITE WORK FFP ALL WORK OUTSIDE THE BUILDING PERIMETER. WORK UNDER THIS BID ITEM SHALL CONSIST OF ALL WORK ASSOCIATED WITH THE REMOVAL OF BUILDING 2307 SLAB ON GRADE, ALL SITE PAVEMENTS AND ASSOCIATED SUB GRADES UP TO THE EXISTING BUILDING EDGE, ASPHALT DRIVES, SIDEWALKS, ETC., AS WELL AS DEMOLITION OF EXISTING BUILDING FOUNDATIONS AND UTILITY COMPONENTS. IN ADDITION, THIS BID ITEM SHALL INCLUDE ALL LABOR AND MATERIAL AND RELATED COSTS FOR NEW SITE WORK INCLUDING SEED & SOD - EXCLUDING PLANTINGS & BEDS.</p>	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$10,000.00	\$10,000.00

FFP
 ALL WORK FOR THE FINAL RECORD DRAWING SUBMISSION (SEE PARAGRAPH 10, i OF SECTION 00800).

NET AMT \$10,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lump Sum		NOT IN CONTRACT

OPTION OPTIONAL BID ITEM NO. 1
 FFP
 THIS BID ITEM SHALL INCLUDE ALL PLANT, LABOR AND MATERIAL AND RELATED COSTS FOR SITE AND UTILITY DEMOLITION AND NEW SITE UTILITIES, PARKING LOT, SIDEWALKS, LANDSCAPING AND LIGHTING IN OPTION 1 PROJECT LIMITS. (NOT IN CONTRACT).

NET AMT NOT IN CONTRACT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Lump Sum		NOT IN CONTRACT

OPTION OPTIONAL BID ITEM NO. 2
 FFP
 THIS BID ITEM SHALL INCLUDE ALL PLANT, LABOR AND MATERIAL AND RELATED COSTS FOR THE DEMOLITION OF EXISTING HTHW SYSTEM AND NEW UNDERGROUND HTHW SYSTEM AND CONNECTIONS TO BUILDING 2309 IN OPTION 2 PROJECT LIMITS. (NOT IN CONTRACT).

NET AMT NOT IN CONTRACT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum		
OPTION	OPTIONAL BID ITEM NO. 3 FFP DEDUCT FOR ALL PLANT, LABOR AND MATERIAL AND RELATED COSTS AS DESCRIBED IN THE PLANS AND SPECIFICATIONS, INCLUDING ALL PLANTINGS AND LABOR TO OMIT THE CONSTRUCTION OF CLASSROOMS 137 & 138. EXTERIOR WALL CONSTRUCTION ON COLUMN LINE 15 SHALL MOVE TO COLUMN LINE 14. SHOW AS A NEGATIVE AMOUNT (-).				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum		
OPTION	OPTIONAL BID ITEM NO. 4 FFP DEDUCT FOR ALL PLANT, LABOR AND MATERIAL AND RELATED COSTS AS DESCRIBED IN THE PLANS AND SPECIFICATIONS, INCLUDING ALL PLANTINGS AND LABOR TO OMIT THE CONSTRUCTION OF CLASSROOMS 136 & 139. EXTERIOR WALL CONSTRUCTION ON COLUMN LINE 15 SHALL MOVE TO COLUMN LINE 13. SHOW AS A NEGATIVE AMOUNT (-).				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum		
OPTION	OPTIONAL BID ITEM NO. 5 FFP THIS BID ITEM SHALL INCLUDE ALL PLANT, LABOR AND MATERIAL AND RELATED COSTS FOR PLANTING & BEDS IN THE BASE BID PROJECT LIMITS.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Lump Sum		NOT IN CONTRACT
OPTION	OPTIONAL BID ITEM No. 6 FFP THIS BID ITEM SHALL INCLUDE ALL PLANT, LABOR AND MATERIAL AND RELATED COSTS FOR LIGHTNING PROTECTION. (NOT IN CONTRACT).				

NET AMT

NOT IN CONTRACT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	OPTIONAL BID ITEM NO. 7 FFP DEDUCT FOR ALL PLANT, LABOR AND MATERIALS TO PROVIDE THE "CONSTRUCTION FENCE TO ENCLOSE THE PROJECT WORK SITE" AS DESCRIBED IN THE PARAGRAPH 1, ii OF SECTION 00800. SHOW AS A NEGATIVE AMOUNT (-).				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum		
OPTION	OPTIONAL BID ITEM NO. 8 FFP DEDUCT FOR ALL PLANT, LABOR AND MATERIALS AND RELATED COSTS AS DESCRIBED IN THE PLANS AND SPECIFICATIONS TO USE VERSA WALL AS MANUFACTURED BY CENTRIA OR EQUAL INSULATED METAL WALL PANEL SYSTEM IN LIEU OF FORMA WALL AS MANUFACTURED BY CENTRIA OR EQUAL. SHOW AS A NEGATIVE AMOUNT (-).				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lump Sum		
OPTION	OPTIONAL BID ITEM NO. 9 FFP DEDUCT FOR ALL PLANT, LABOR AND MATERIALS AND RELATED COSTS AS DESCRIBED IN THE PLANS AND SPECIFICATIONS TO DELETE THE SKYLIGHT LOCATED BETWEEN COLUMN LINES 9 AND 12. SHOW AS A NEGATIVE AMOUNT (-). STRUCTURAL REVISIONS ARE IDENTIFIED BY THE FOLLOWING: W12X45 RIDGE BEAMS ON COL. ROW J SHALL FRAME INTO COLUMNS ON COL. ROWS 9 AND 12, AND SIZE SHALL CHANGE TO W12X35. PROVIDE W27X84 RIDGE BEAM WITH DETAIL 9/S204 ON COLUMN ROW J BETWEEN COLUMN ROWS 9 AND 12. DELETE W16X50 AND W16X77 EAST-WEST BEAMS AT EDGE OF SKYLIGHT OPENING. FRAME ALL ROOF PURLINS UP TO RIDGE BEAM ON COLUMN ROW J. EXTEND LINE OF UPLIFT BRIDGING NORTH OF COL. ROW J CONTINUOUSLY FROM COL. ROW 9 TO 12. CHANGE PURLINS BETWEEN N AND J ADJACENT TO 9 AND 12 FROM W12X53 TO W12X22. CHANGE PURLINS BETWEEN F AND J ADJACENT TO 9 AND 12 FROM W12X35 TO W12X14. PROVIDE STEEL ROOF DECK (1-1/2" - 20 GA GALVANIZED) IN THIS AREA.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum		
OPTION	OPTIONAL BID ITEM NO. 10 FFP DEDUCT FOR A REDUCTION OF THE ROOF MANUFACTURER'S WARRANTY FROM 30 YEARS TO 20 YEARS AS DESCRIBED IN SPECIFICATION SECTION 07412. SHOW AS A NEGATIVE AMOUNT (-).				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lump Sum		
OPTION	OPTIONAL BID ITEM No. 11 FFP DIFFERENCE TO PROVIDE AND INSTALL 12" X 12" VCT FLOORING IN CLASSROOMS 125, 126, 127, 133, AND 136 THROUGH 147 IN LIEU OF CARPET TILE. INDICATE WHETHER THIS IS AN ADD (+) OR DEDUCT (-).				

NET AMT

FOB: Destination

TOTAL BASE BID PRICE: _____

TOTAL LINE ITEMS NOS. 0004 THRU 0014: _____

TOTAL LINE ITEMS NOS. 0001 THRU 0014: _____

NOTES:

1. The low Bidder/Offeror for purposes of award will be the conforming responsible bidder offering the lowest amount for the Base Bid plus all Optional Bid Items.
2. The minimum construction award will be the amount bid for the Base Bid Items.
3. Bidders are required to bid on the Base Bid and all Optional Bid Items or their bids will be rejected. Optional bid items 1, 2 and 6 shall not be priced and will not be included in the award.
4. Bidders are reminded that they must bid on the issued plans and specifications as amended under solicitation number W912DS-04-B-0007 as revised by changes issued under this solicitation. Any deviations, conditions or attachments made by the bidder himself thereto may render the bid non-responsive and be cause for its rejection.
5. Optional Bid Items Nos. 1, 2 and 6 are not to be priced and will not be awarded.
6. Optional Bid Items Nos. 3, 4, 5, 7 and 9: At any time prior to 30 calendar days after award of the contract, the Government at its option, should funds be available, may direct the Contractor, by written order, to perform the work and/or services provided under Option #3, 4, 5, 7 and 9.
7. Optional Bid Items Nos. 10 and 11: At any time prior to 120 calendar days after award of the contract, the Government at its option, may direct the Contractor, by written order, to delete the work and/or services provided under any or all of Optional Bid Items Nos. 10 and 11 at the award price.
8. Award of any or all of the Optional Bid items will not extend the contract duration indicated in Paragraph 1 of Section 00800 or elsewhere in the contract documents.
9. Line Item Number 0003 is a pre-priced, firm fixed line item and price shown may not be changed, see paragraph 10, i of Section 00800.
10. The Offerors are advised that in addition to completing and submitting Proposal Schedule, they are required to submit Cost Analysis Form, which accompanies.

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2004
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

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
17.3%	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 [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2004)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Cyprus, Czech Republic, Denmark, Djibouti, Equatorial Guinea, Estonia, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, Kiribati, Korea, Republic of, Latvia, Lesotho, Liechtenstein, Lithuania, Luxembourg, Malawi, Maldives, Mali, Malta, Mozambique, Nepal, Netherlands, Niger, Norway, Poland, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Slovak Republic, Slovenia, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

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

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: (Contracting Officer to list applicable excepted materials or indicate "none")

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

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

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

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

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

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 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 David H. Feedman, Major, US Army, 26 Federal Plaza, Room 1843, New

York, New York, 10278-0090. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

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

(End of provision)

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

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

<http://farsite.hill.af.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 Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced 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 General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items:

___N/A___

(End of clause)

SECTION 00110

SUBMISSION REQUIREMENTS AND INSTRUCTION

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SECTION 00110

SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1.0 NOTICE TO OFFERORS

1.1 Acquisition

This Request for Proposal is for the Construction of the Maintenance Training Facility, McGuire AFB, New Jersey. The method of acquisition for this procurement is Best Value, Lowest Priced-Technically Acceptable (LPTA) in accordance with Federal Acquisition Regulation (FAR) Subpart 15.101-2. This project is being solicited as an limited Full and Open Competition, 8(a) set-aside. The resultant contract will be Firm-Fixed Price (FFP).

1.2 Who May Submit

Any legally organized Offeror may submit a proposal. All offerors must be CCR (Central Contractor Registry) registered prior to the Offer due date.

1.3 Page Limit and Size of Printed Materials

In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to clearly address submission requirements as outlined below. The written portion of the proposal (Volume I - Technical Proposal), however, shall not exceed 40 pages. This does not include drawings or other graphics, or Volume II - Cost Proposal. A page printed on two sides will be counted as two pages. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be minimally single spaced with a minimum 12-point font and one inch margins all around.

2.0 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

2.1 Proposal Requirements and Submission

The proposals sought by this solicitation shall contain two separate volumes:

Volume I - Technical Proposal

Volume II - Price Proposal

Do not submit any material not required by this solicitation (such as company or system brochures). Offerors must meet all technical portions (design/construction criteria) of the RFP. The fact that section 01010 and the drawings are not required to be submitted and evaluated does not relieve the offerors from meeting all technical, or other requirements of the RFP.

2.2 Where to Submit

Offerors shall submit their proposal packages to the United States Army Corps of Engineers (USACE) at the address shown in Block 8 of Standard Form 1442.

2.3 Submission Deadline

The USACE must receive proposals not later than the time and date specified in Block 13 of Standard Form 1442.

2.4 Incurring Costs

The Government is not liable for any costs incurred by the Offeror submitting an offer in response to this solicitation.

2.5 Format Requirements

All proposals shall contain the volume number and the name, address and telephone number of the Prime Contractor on the cover. The original proposal must be clearly marked as "ORIGINAL" and the original signatures must be in blue ink. Copies of the proposals must be

clearly marked as "Copy x of y (i.e. COPY 1 of 5)". Proposal clarity and material organization in each volume are mandatory. No material shall be incorporated by reference. Each proposal should include no more than forty (40) pages. Dividers are not included in page count.

Each volume will be submitted separately bound. The proposal shall address and contain the information listed below. The information will be used by the Source Selection Board to evaluate each proposal. Offerors are advised that conciseness and relevance of the proposal is important and unrelated information will not be evaluated. Proposals that provide only superficial coverage of the information required below, may not receive additional consideration and may be excluded from the competitive range. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

3.0 VOLUME I - TECHNICAL PROPOSAL (VOLUME I)

The technical proposal shall be submitted in one three-ring binder with tabbed dividers separating the main sections with a detailed Table of Contents and List of Appendixes, labeled "Volume I - Technical Proposal". The sections shall parallel the submission requirements identified below. Provide five copies of bound material (folded and bound in Volume I).

3.1 Introduction (SHALL NOT BE EVALUATED)

The introduction shall include the following information:

- a. Name and address of organization.
- b. Location of the principal office.
- c. The type of organization (corporation, partnership, joint venture).
- d. The number of years the Offeror's organization has been in business.
- e. The number of years the Offeror's organization has been in business under its present business name.
- f. Other or former names the Offeror's organization operated under, and during which calendar years the organization operated under these other or former names.

3.1.1 If a corporation, provide the date of incorporation, state of incorporation, names and addresses of principal offices of the corporations, and state if the corporation is publicly held.

3.1.2 If a partnership, provide the date of organization, the type of partnership (general or limited), and names and addresses of all partners.

3.1.3 If a joint venture, provide the information contained above, for each element of the joint venture as may be appropriate.

3.2 Factor 1 - Past Relevant Experience of Offeror

The Offeror as a Team will demonstrate past experience by providing recent and relevant construction experience.

Construction Experience

- o Not less than three (3) but no more than five (5) examples of physically completed projects within the last seven (7) years which are similar in scope, magnitude (project cost greater than \$5,000,000.00). Physical completion is defined as the date the facility was turned over to owner. Projects of a similar nature may include but are not limited to the following: past experience in constructing reinforced concrete foundations, erecting heavy structural steel enclosures, and constructing general building systems, including fire protection systems.. Past experience may include information regarding predecessor companies, company's key personnel, and/or subcontractors that will perform major critical aspects of the project.

No more than five (5) total fact sheets shall be submitted.

Information shall be provided on the form found in Paragraph 5.0, Relevant Project Information Sheet that includes the following:

- a. Company/firm name.
- b. Project name.
- c. Project location.
- d. Project size (square footage).
- e. Project relevance.
- f. Role (i.e. prime, joint venture, subcontractor) and work company/firm self-performed on project.

- g. Project award amount and completion amount.
- h. Project original contract duration and completion date and project final contract duration and completion date.
- i. Client/agency (if Government give contract number and name of Contracting Officer) and point of contact, phone number, and address for information on the role the Offeror had in the project.
- j. Designer of record.
- k. Construction contractor and subcontractor(s).
- l. Contractors Project Manager, Contractors Quality Control Manager, Superintendent and Safety Manager.

3.3 Factor 2 - Past Performance of Offeror

Provide performance and evaluation information on the provided Past Performance Customer Questionnaire for projects submitted under Factor 1. The Offeror shall provide an explanation if the performance is less than satisfactory. Offeror shall request Past Performance Customer Questionnaires, found Paragraph 6.0, Past Performance Customer Questionnaire, to be filled out and returned directly to the USACE at the address shown in Block 8 of Standard Form 1442. Questionnaires should be received by the USACE by the proposal submission deadline in order to be considered. The offeror shall provide a copy of the front page of all Past Performance Customer Questionnaires in the technical proposal that were sent to clients as proof that the questionnaires were requested. Formal performance evaluations are those that are similar to the Corps of Engineers Construction Performance Evaluation Form DD 2626, or the submission of the DD 2626 or similar for Government projects. The Government reserves the right to verify previous performance by reviewing the USACE Construction Contractor Appraisal Support System (CCASS), or to interview owner or references. Provide information and an explanation for terminated design or construction projects where any of the Offeror’s Team members were involved with the project at the time of the termination. In the event a Final Revised Proposal is requested, and the Offeror wishes to submit different examples from what was submitted in the original proposal, an attempt shall be made by the Offeror to provide performance and evaluation information on the provided Past Performance Customer Questionnaire for the new projects submitted. Consideration will be given for the potential short turnaround for receipt of the questionnaires by the USACE when a Final Revised Proposal is requested.

4.0 VOLUME II - PRICE PROPOSAL

The price proposal shall be submitted in a separate binder labeled "Volume II - Price Proposal". The sections shall parallel the submission requirements identified in the bid schedule. Provide five copies of bound written material (folded and bound in Volume II). Further, all offerors shall provide their cost breakdown of their respective proposals in the attached WBS Cost Evaluation Sheet.

5.0 RELEVANT PROJECT INFORMATION SHEET

PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE

Company/Firm Name: _____

Project Name: _____

Project Location: _____

Project Size : _____

Project Relevance (i.e. revetment, jetty, etc.): _____

Role (i.e. prime, joint venture, subcontractor) and work Company/Firm self-performed on this project:

Project Award Amount: _____ Project Completion Amount: _____

Project Original Contract Duration and Completion Date: _____

Project Final Contract Duration and Completion Date: _____

Client/Agency Point of Contact, Phone Number and Address (if Government, give contract number and name of Contracting Officer):

Contractors Project Manager: _____

On-Site Construction Superintendent: _____

Quality Control Manager: _____

6.0 PAST PERFORMANCE CUSTOMER QUESTIONNAIRE

The Offeror/Contractor listed is being considered in a Source Selection by the US Army Corps of Engineers, New York District. This is a request for past performance information on a project the Offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the Offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this Offeror for this solicitation. Please complete the following questionnaire utilizing the following guidance:

- a. Handwritten responses are sufficient.
- b. Circle a rating as listed below and provide a brief supporting narrative for your area of administrative responsibility. In the event of any unsatisfactory performance, please describe the cause and corrective actions, and any other pertinent information relative to the contractor's inadequate performance.
- c. The assessment questions contained in this questionnaire shall be rated pursuant to the following definitions:

Exceptional (E) - Indicates the contractor's performance exceeded the contractual requirements.

Satisfactory (S) - Indicates there were no major problems that were not quickly and effectively solved by the contractor, and the contractor was meeting all contractual requirements.

Marginal (M) - Indicates the area of evaluation contained major problems that were not effectively solved by the contractor. The contractor met basic contract requirements with assistance from the customer. Please include any written documentation supporting this rating.

Unsatisfactory (U) - Indicates a serious problem existed on the part of the contractor that precluded the contractor from meeting the contractual requirement(s). Please include any written documentation supporting this rating.

N/A - Not applicable or observed.

- d. Please return the completed forms to the US Army Corps of Engineers, New York District at the following mailing address or via fax at (212) 264-3013:

US Army Corps of Engineers, New York District
Room 1843
Attn: Ed Lew
Jacob K. Javits Federal Building
26 Federal Plaza
New York, NY 10278-0090

PAST PERFORMANCE CUSTOMER QUESTIONNAIRE

PROJECT: W912DS-04-R-0018 – Construction of the Maintenance Training Facility, McGuire AFB, New Jersey

“The U.S. Army Corps of Engineers, New York District, is interested in your assessment of the name company’s “past performance”. Past performance refers to the company’s record of conforming to contract requirements and to standards of good workmanship; the company’s record of forecasting and controlling costs; the company’s adherence to contract schedules including administrative aspects of performance; the company’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and the company’s general business-like concern for the interest of the customer. These questions relate to work performed by:

Contractor under review: (Insert Company Name)
Name and Location of Project:

Respondent Identification:

- Name
- Date
- Company/Organization
- Position/Job Title
- Telephone Number

Questionnaire:

1. Is the information provided by the contractor on the attached Project Fact Sheet accurate and correct to the best of your knowledge?
Yes () No ()

2. What type of work did the contractor perform?

3. How would you rate the contractor's overall performance?

E S M U N/A

4. How would you rate the contractor's overall corporate management, integrity, reasonableness, and cooperative conduct?

E S M U N/A

5. How would you rate the contractor's quality control program and performance on delivery of quality work?

E S M U N/A

6. How effective was the contractor in meeting completion requirements including punch list items and warranty work?

E S M U N/A

7. How efficient and timely were the services performed (compliance with the schedules of completion)?

E S M U N/A

8. Please circle the statement that best describes your feelings with regard to the contractor.

- a. They were an outstanding contractor in every respect. Problems were solved in a spirit of teamwork. Quality work, timely actions, and complete documentation were routinely achieved. We would pay a premium price to contract with them again.
- b. They were an above average contractor to whom we would not hesitate to award to again. Problems encountered were minor and solutions were found with little difficulty.
- c. They were an average contractor meeting the minimum requirements of the contract. Performance deficiencies improved when identified by the client/agency.
- d. They were a below average contractor. Numerous problems developed that were a result of their lack of cooperation and failure to perform as required. An aggressive inspection program was required to ensure compliance.
- e. They were a poor contractor who we would not want again under any circumstances. We would have been within our rights to terminate them for default.
- f. None of the above. Please provide your statement. _____

9. Was the contractor given any of the following (or anything of a similar nature)?

Cure Notice: Yes No
 Show Cause Notice: Yes No
 Termination for Default: Yes No

10. If there are any additional comments, information, etc. that you would like to add to the survey that does not fall into any of the above categories, please indicate below:

NOTE: OFFERORS ARE ADVISED THAT CURRENT PHONE NUMBERS MUST BE PROVIDED AND THAT AN ALTERNATE CLIENT CONTACT AND TELEPHONE NUMBER SHOULD BE PROVIDED IN THE EVENT THE PRIMARY CLIENT CONTACT IS NOT AVAILABLE.

Return to:

U.S. Army Corps of Engineers, New York District
Attn: Contracting Division (Lew)
Jacob K. Javits Federal Building
26 Federal Plaza, Room 1843
New York, N.Y. 10278-0090
212-264-9118
212-264-3013 (Fax)

SECTION 00120

SECTION 00120 - PROPOSAL EVALUATION AND CONTRACT AWARD

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SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

(C) TECHNICAL/QUALITY EVALUATION AND GENERAL RATING SYSTEM

1.1 Definitions

1.1.1 A “weakness” is a flaw in the proposal that increases the risk of unsuccessful contract performance.

1.1.2 A "significant weakness" is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

1.1.3 A deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

1.1.4 A deviation occurs when a proposal takes exception to, implies or specifically offers something below or above the specified criteria. The Offeror may or may not have called the deviation to the attention of the Government. A deviation that is below, or does not meet, the specified criteria is a deficiency. Evaluators must identify deviations.

1.1.5 Clarification is a limited exchange with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal or to address adverse past performance not previously addressed with the Offeror. Clarifications do not give an Offeror the opportunity to revise or modify its proposal and are used, as necessary, when not opening discussions.

1.1.6 Communications are a limited exchange with an Offeror used to assist in determinations of the competitive range. Communications are limited to enhancing Government understanding of proposals and addressing adverse past performance information not previously addressed if said information is the determining factor preventing an Offeror from being included in the competitive range. Such communications shall not be used to cure proposal deficiencies or material omissions, or otherwise revise the proposal.

1.1.7 Discussions offer the opportunity to resolve deficiencies or weaknesses in the proposals, based on the requirement and the evaluations factors set forth in the solicitation. If the Source Selection Evaluation Board (SSEB) determines it is necessary to open discussions, they must discuss with all Offerors in the competitive range. Offerors have the opportunity to revise their proposals at the conclusion of discussions.

1.2 Quality Evaluation and Scoring System(s)

1.2.1 The SSEB will perform an in-depth review of the proposals. The SSEB will rate each evaluation factor and sub-factor for each proposal against the specified evaluation criteria in the Request for Proposal (RFP). The evaluation committee will not compare proposals against each other.

1.0 1.2.2 The evaluation factors are listed below. Proposals will be evaluated based on a factor of Past Performance and Past Experience. Offerors are required to provide the attached Past Performance sheets (Form A) to their previous Clients for their Client’s input on their firm’s Past Performance. Offerors shall submit Past Performance questionnaires on at least 3 but not more than 5 projects on recent (project constructed within the past 7 years), relevant projects, which were similar in magnitude and scope. Projects similar in scope refers to past experience in constructing reinforced concrete foundations, erecting heavy structural steel enclosures and constructing general building systems including fire protection systems. Magnitude refers to projects over \$5 million. Each Offeror shall provide, with their price offer but labeled separately “*Past Performance Information*”, the same Forms sent to past Clients with only the past Project Name and Location filled out as well as the Past Client’s Name, Title and Phone Number.

The Government will evaluate the quality and relevance of each Offeror’s submitted Past Performance and Past Experience on projects within the last seven years, which were similar in scope and magnitude to this project. Relevant projects are those that are comparable in scope and magnitude to this project.

Offerors are encouraged to provide the following information in addition to the requirements listed in the *Past Performance* sheet: (1) Copies of any interim or final performance ratings;(2) Copies of letters of commendation from the Client/Agency of the projects submitted; and (3) Copies of letters relating to contract compliance or non-compliance from the Client/Agency of the projects submitted.

All factors will be rated red, yellow, or green in accordance with the rating sheet prepared by the SSEB. The Offerors shall submit, with their proposal, sufficient material to permit evaluation of the criteria listed below. Submission requirements are described in Section 00110, Submission Requirements and Instructions.

1.2.2.1 Proposal Submission: The proposal shall meet the submission and format requirements.

1.2.2.2 Volume I - Technical Proposal :

Introduction: The Offeror shall provide information on the organization with respect to name, type of organization, principal office location, number of years in business, and former names that the organization has operated under and Primary subcontractors and their role in the project.

Deviations to the concept plans and minimums set in specification section 01010 are not allowed unless prior approval is granted by government.

Do not submit any material not required by this solicitation (such as company or system brochures). It is assumed that the offerors will meet all technical portions of the RFP. The fact that section 01010 and the drawings are not evaluated factors during solicitation does not relieve the offerors from meeting all technical, or other, requirements of the RFP.

Factor 1 - Past Experience of Offeror: The Offeror shall demonstrate past experience by providing recent and relevant design-build experience and/or design-bid-build experience.

Factor 2 - Past Performance of Offeror: The Offeror shall demonstrate at a minimum satisfactory performance and evaluation information, including timely completion of punch list and warranty work, for the projects submitted. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated by this factor (factor will be excluded).

Factor 3 - Performance Schedule: The offeror shall provide a schedule of construction depicting start and completion dates, concurrent work, interdependence of activities and other relative scheduling factors of items of work, within the required performance period.

Factor 4 – The offeror shall provide information on the key personnel that they propose to use on the project. At a minimum the offeror should provide information for Contractor’s Project Manager, Contractor’s Quality Control Manager, Superintendent, and Safety Manager.

1.2.2.3 Volume II - Price Proposal: The price proposal shall parallel the submission requirements identified in the bid schedule.

1.2.3 Evaluation of the Technical Proposal (Volume I) will be conducted utilizing the banding method that follows: The following ratings will be used in evaluation of the Past Performance information.

A. Green - Acceptable. The past performance satisfies the standards, Past Performance questionnaires in relevant projects, with similar scope & magnitude were received, all ratings were satisfactory or better.

B. Yellow - Marginal/Neutral. Reasons for a Yellow rating may be as follows:

- a. a minimum requirement of 3 projects was not submitted, only 1 or 2 projects were submitted
- (2) an overall rating may be satisfactory, however, past Client may have a negative comment
- (3) project relevancy may be questionable
- (4) less than 3 Past Performance questionnaires was received

C. Red - Unacceptable. Fails to meet stated criteria.

- (1) questionnaires indicate poor performance or negative comments
- (2) projects referred to are not relevant

Note: Offeror(s) receiving a “Red” score will be determined “Unacceptable and not considered for award.

2.0 AWARD OF CONTRACT

2.1 The responsive and responsible Offeror with the lowest price that has been rated technically acceptable shall be awarded the contract. To be rated technically acceptable an offeror must receive a green for every factor.

2.1 Price will be evaluated for adequacy and reasonableness.

2.2 The Government intends to award a contract without discussions with Offerors, however, the government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 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)

52.209-5 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)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (236220) (insert NAICS code).

(2) The small business size standard is (\$28.5 Million) (insert size standard).

(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 service-disabled 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)

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

The offeror represents that --

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (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)

252.247-7022 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

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
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
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
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
52.225-9	Buy American Act--Construction Materials	JUN 2003
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JUN 2004
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
52.227-4	Patent Indemnity--Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.245-1	Property Records	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996

52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	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
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
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
252.247-7023	Transportation of Supplies by Sea	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 365 calendar days after the date the contractor receives the NTP. * 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)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$8,686.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

(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.

(b) By submission of its offer, the Offeror represents 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.

(2) The **Error! Reference source not found.** will notify the **Error! Reference source not found.** 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)

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

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require

work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by SEE SECTION 00800, ENTITLED SPECIFICATIONS.

(b) Weather conditions SEE SECTION 00800, ENTITLED SPECIFICATIONS.

(c) Transportation facilities SEE SECTION 00800, ENTITLED SPECIFICATIONS.

(d) (insert other pertinent information).

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

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

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

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

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

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

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

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

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

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

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

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

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

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

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

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

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

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

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

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

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive	(1) 50	(1) 50	(1) 25	25

contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost- reimburse- ment (includes cost-plus- award-fee; excludes other cost- type incentive Contracts)	(3) 25	(3)	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

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

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (d) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (e) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
 - (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
 - (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
 - (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(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://farsite.hill.af.mil/>

(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 Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

2404 Tuskegee Airmen Ave.
McGuire AFB
NJ 08641

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:

SBA NY District Office.

(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)

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

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

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

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

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

- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.236-6	Superintendence by the Contractor	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
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _____. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(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 PLANS AND SPECS SECTIONS)		

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced

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 General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items:
 ___N/A___

(End of clause)

WAGE RATE DETERMINATIONS

GENERAL DECISION: **NJ20030002** 08/13/2004 NJ2

Date: August 13, 2004

General Decision Number: **NJ20030002** 08/13/2004 sg 8/18/04

Superseded General Decision Number: NJ020002

State: New Jersey

Construction Types: Building, Heavy and Highway

Counties: Atlantic, Burlington, Camden, Cape May, Cumberland,

Gloucester, Mercer, Monmouth, Ocean and Salem Counties in New Jersey.

MERCER COUNTY

Building (excluding single family homes and apartments up to and including 4 stories), Heavy (does not include the counties of BURLINGTON, CAMDEN, GLOUCESTER, AND SALEM) Highway Construction Projects.

Modification Number	Publication Date
0	06/13/2003
1	12/19/2003
2	02/27/2004
3	03/19/2004
4	05/07/2004
5	05/28/2004
6	06/04/2004
7	07/02/2004
8	08/13/2004

ASBE0014-002 04/25/2004

BURLINGTON (townships of Edgewater Park,Lumberton,Sampton, Shamong,Tabernacle,Westhampton,& Willingboro), CAMDEN, & GLOUCESTER COUNTIES:

	Rates	Fringes
Asbestos Workers/Insulator (includes the application of all insulating materials, protective coverings,coatings, and finishes to all types of mechanical systems. Also the application of firestopping material, openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement)..	\$ 32.16	18.30

ASBE0042-002 07/15/1999

SALEM COUNTY:

	Rates	Fringes
Asbestos Worker.....	\$ 23.99	9.89

ASBE0085-001 06/01/1994

	Rates	Fringes
Asbestos Workers/Insulator		
ZONE 1.....	\$ 20.20	6.35
ZONE 2.....	\$ 18.30	6.825
Includes the application of all insulating materials,		

protective coverings, coatings, and finishes to all types of mechanical systems

ASBESTOS WORKERS ZONE DEFINITIONS

ZONE 1: ATLANTIC, BURLINGTON (Bass River and Washington Twps.); CAPE MAY, CUMBERLAND AND OCEAN (Eaglewood, Lacy, Little Egg Harbor, Long Beach, Ocean, Stafford, Tuckerton, and Union Twps.) COUNTIES.

ZONE 2: MONMOUTH (Remainder of County)

 * ASBE0089-002 07/01/2004

BURLINGTON (includes the townships of Bordentown, Burlington, Chesterfield, Easthampton, Florence, Mansfield, Mount Holly, New Hanover, North Hanover, Pembereton, Roebling, Springfield, Wrightstown, & Woodland); MERCER COUNTY; MONMOUTH (includes the townships of Allentown, Blansingburg, Brielle, Englishtown, Farmingdale, Freehold, Howell, Manasquan, Millstone, Roosevelt, Sea Crit, South Belmar, Spring Lake Heights, Upper Freehold, Wall, & West Belmar); & OCEAN (includes the townships of Beachwood, Berkeley, Breton Woods, Brick, Cederwood Park, Dover, Gillford Park, Island Beach, Island Heights, Jackson, Lakehurst, Lakewood, Manchester, New Egypt, Ocean Gate, Pine Beach, Plumstead, South Toms River & Toms River) COUNTIES:

Rates Fringes

Asbestos Workers/Insulator....\$ 32.63 19.62
 Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems

 BOIL0028-002 08/01/2003

Rates Fringes

Boilermaker.....\$ 34.63 20.45

 BRNJ0005-001 01/01/2004

Rates Fringes

Bricklayers, Stone Masons, Marble Masons, Cement Masons...\$ 30.55 15.40
 (Excludes Building Construction for Mercer County), PLASTERERS, TILE LAYERS, & TERRAZZO WORKERS

 CARP0031-001 05/01/2004

MERCER COUNTY (Remainder)

Rates Fringes

Carpenter.....\$ 33.38 15.02
 Millwright.....\$ 33.07 44%+.21

 CARP0454-002 07/01/2001

Rates Fringes

Dock Builder & Piledrivermen...\$ 27.45 16.79+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, and Thanksgiving Day; provided employee works any of the 3 days in the 5-day work week preceeding the holiday and the first work day after the holiday.

CARP0623-001 05/01/2004

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Carpenter, Insulator & Soft
Floor Layer.....\$ 33.85 14.55

CARP0623-003 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Terrazzo Finisher.....\$ 12.93 5.05

CARP0623-004 12/03/1994

ATLANTIC AND MONMOUTH COUNTIES:

Rates Fringes

Tile Finisher.....\$ 8.45 13%

CARP0623-005 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Tile Finisher.....\$ 12.72 5.05

CARP0623-006 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Marble Finisher.....\$ 12.95 5.05

CARP0781-001 05/01/2004

MERCER COUNTY (Beginning from the present Post Office in

Lawrenceville to a point Northward through the present "Radio Site" to the junction of Rosedale Road and Read's Mill Road to the junction of Pennington and Mount Rose Road to the Somerset County line, again starting at the present Post Office in Lawrenceville and Eastward to the junction of Brunswick Pike and Delaware and Raritan Canal Bridge taking the center of the Road to CLarksville then South on Providence Line Road to the Pennsylvania Railroad then East on Dutch Neck North to Grover's Mills to the Middlesex County Line)

	Rates	Fringes
Carpenter.....	\$ 33.85	14.55

CARP1456-006 05/01/2003		

	Rates	Fringes
Diver Tender.....	\$ 28.82	26.41
Diver.....	\$ 38.28	26.41

CARP1456-007 05/01/2003		

MERCER AND MONMOUTH COUNTIES

	Rates	Fringes
Dock Builder & Piledrivermen...	\$ 31.54	24.61

CARP2018-001 05/01/2004		

OCEAN COUNTY

	Rates	Fringes
Millwright.....	\$ 33.85	14.55

CARP2212-002 05/01/2004		

BURLINGTON, MERCER, MONMOUTH AND OCEAN COUNTIES

	Rates	Fringes
Soft Floor Layer.....	\$ 33.85	14.55

CARP2250-001 05/01/2004		

MONMOUTH COUNTY

	Rates	Fringes
Carpenter.....	\$ 33.85	14.55

ELEC0269-003 04/01/2004		

BURLINGTON (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mt Holly Road,

South- Southeast along this Road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including New Lisbon and continuing along the Pennsylvania Railroad to Ocean County Line), AND MERCER COUNTIES

Rates Fringes

Line Construction (EXCEPT RAILROAD WORK)

Linemen, Cable Splicers, Equipment Operators and Technicians.....	\$ 39.59	47%
Truck Drivers, Groundmen and Winch Operators.....	\$ 31.67	47%

ELEC0269-004 04/01/2004

BURLINGTON COUNTY (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mount Holly Road, South-Southeast along this road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including New Lisbon and continuiong along the Pennsylvania Railroad to the Ocean County Line) AND MERCER COUNTIES

Rates Fringes

Electrician & Cable Splicer....	\$ 39.59	47.3%+.25
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ELEC0351-001 10/01/2001

ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson,Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton,Medford, Evesham Townships; and the portion of Shamong,Tabernacle, and Woodland Townships North of the Central Railroad of New Jersey Line; and the portion of Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding New Lisbon to the Ocean County line and that portion south of the Central Railroad of New Jersey line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and SALEM COUNTIES:

Rates Fringes

Electrician & Cable Splicer....	\$ 32.89	51.05%+.20
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ELEC0351-002 10/01/2001

ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson,Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton,Medford, Evesham Townships; and the portion of Shamong, Tabernacle, and Woodland Townships North of the Central Railroad of New Jersey Line; and the portion of

Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding New Lisbon to the Ocean County line and that portion south of the Central Railroad of New Jersey line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and SALEM COUNTIES:

Rates	Fringes
Groundman.....\$ 27.95	52.05%
Linemen, Heavy Equipment Operators, & Cable Splicers....\$ 32.89	52.05%

ELEC0351-003 12/03/1994

BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH, OCEAN AND SALEM COUNTIES:

Rates	Fringes
Line Construction: (RAILROAD ONLY)	
Dynamite Man.....\$ 14.20	25%
Groundman Winch Operator....\$ 13.07	25%
Groundman.....\$ 11.06	25%
Line Equipment Mechanic.....\$ 12.90	25%
Line Equipment Operator.....\$ 16.20	25%
Linemen.....\$ 16.96	25%
Street Light Mechanic.....\$ 12.97	25%

ELEC0400-001 06/03/2002

MONMOUTH AND OCEAN COUNTIES

Rates	Fringes
Electrician & Cable Splicer....\$ 36.01	40.75%

ELEC0400-002 06/02/1997

MONMOUTH AND OCEAN COUNTIES

Rates	Fringes
Line Construction: (Excluding Railroad construction)	
Groundman.....\$ 27.01	18.75%+5.83
Lineman, Equipment Operator, and Cable Splicer.\$ 28.96	18.75%+5.83

ELEV0005-002 08/01/2003

Rates	Fringes
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Elevator Mechanic.....\$ 36.205 9.605+A

FOOTNOTE:

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

PAID VACATION: Employer contributes 4% of basic hourly rate as vacation pay credit for 5 years or more of service, and 2% for 6 months to 5 years of service.

 * ENGI0825-002 07/01/2004

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.12	18.90+A+B
GROUP 2.....	\$ 33.53	18.90+A+B
GROUP 3.....	\$ 31.62	18.90+A+B
GROUP 4.....	\$ 29.99	18.90+A+B
GROUP 5.....	\$ 28.28	18.90+A+B
GROUP 6.....	\$ 36.84	18.90+A+B
BUILDING CONSTRUCTION PROJECTS; HEAVY; HIGHWAY; ROAD; STREET AND SEWER PROJECTS:		

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Autograde - Combination Subgrader; base metal spreader and 7 base trimmer (CMI and similar types); autograde placer, trimmer, spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plants (all types); concrete paving machines; cranes (all types, including overhead and straddle traveling type); cranes; gantry; derricks (land or floating); drillmaster, quarrymaster (down the hole drill) rotary drill; self propelled hydraulic drill; self- powered drill; dragline; elevator graders; front end loaders (5 yds. and over); gradalls; grader; raygo; locomotive (large); mucking machines; pavement and concrete breaker, i.e.; superhammer and hoe ram; pile driver; length of boom including length of leads, shall determine premium rate applicable; roadway surface grinder; scooper (loader and shovel); shovels; tree chopper with boom; trench 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; carryalls; concrete pump; concrete pumping system; pumpcrete and similar types; conveyors, 125 ft. and over; drill doctor including dust collector, maintenance); front end loaders (2 yds. but less than 5 yds.); graders (finisher); groove cutting machine (ride on type); header planer; hoists; (all types 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); hoists (Chicago boom type); hydraulic cranes, 10 tons and under,

hydro-axle; jacks screw air hydraulic power operated unit or console type (not hand jack or pile load test type); log skidder; pans; pavers (all concrete; pumpcrete machines; squeezecrete and concrete pumping (regardless of size); scrapers; side booms; straddle carrier; ross and similar types; winch truck (hoisting).

GROUP 3: Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograder tube finisher and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk; shoulder; slipform (CMI and similar types); bar bending machines (power); batchers; batching plant and crusher on side; belt conveyor systems; boom type skimmer machines, bridge deck finisher; bulldozers (all); car dumpers (railroad); compressor and blower type units (used independently or mounted on dual purposes trucks, on job site or in conjunction with job site in loading and unloading of concrete, cement, fly ash, instancrete, or similar type materials); compressor (2 or 3) (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 or similar type); dope pots (mechanical with or without pump); dumpsters elevator; fireman; fork lifts (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; giraffe grinders; graders and motor patrols; gunnite machines (excluding nozzle); hammer vibratory (in conjunction with generator); hoist (roof, tugger, aerial platform hoist and house cars); hoppers; hopper doors (power operated); ladders (motorized); laddervator; locomotive; dinky type; maintenance; utility man; mechanics; mixers (except paving mixers); motor patrols and graders; pavement breakers, small; self-propelled ride on type (also maintaining compressor or hydraulic unit); pavement breaker; truck mounted; pipe bending machine (power); roller; black top; scales; power; seaman pulverizing mixer; shoulder widener; silos; skimmer machines (boom type); steel cutting machine; services and maintaining tractors; tug captain; vibrating plants (used in conjunction with unloading); welder and repair mechanics, concrete cleaning/ decontamination machine operator, directional boring machine, heavy equipment robotics operator/technician, master environmental maintenance technician, ultra high pressure waterjet cutting tool system operator/maintenance technician, vacuum blasting machine operator/maintenance technician.

GROUP 4: Brooms and sweepers, chippers, compressor (single), concrete spreaders (small type), conveyor loaders (not including elevator graders), engines, large diesel (1620 H.P.) and staging pump, farm tractors; fertilizing equipment (operation and maintenance) fine grade machine (small type); form line graders (small type); front loader (under 1 yd.); generator (single); grease, gas, fuel and

oil supply trucks; heaters (nelson or other type including propane, natural gas or flow-type units); lights; portable generating light plants; mixers; concrete small; mulching equipment (operation and maintenance) pumps (4 inch suction and over including submersible pumps); pumps (2 or less than 4" suction and over including submersible pumps); pumps (diesel engine and hydraulic) immaterial of power road finishing machines (small type); rollers; grade; fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump trucks steam jennies and boilers, stone spreader; tamping machines; vibrating ride-on; temporary heating plant (nelson or other type, including propane, natural gas or flow type untis); water and sprinkler trucks; welding machines (gas, diesel, and/or electric converters of Any type, single; two or three in a battery); welding systems, multiple (rectifier transformer type); wellpoint systems.

GROUP 5: Oiler.

GORUP 6: Helicopter Pilot.

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington'd Birthday, Memorial Day; Independence Day; Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day
- B. Employee receives 20% Premium Pay for Hazardous Waste Work.

 * ENGI0825-003 07/01/2004

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 37.61	18.90+A+B
GROUP 2.....	\$ 36.77	18.90+A+B
GROUP 3.....	\$ 38.75	18.90+A+B
GROUP 4.....	\$ 34.68	18.90+A+B
GROUP 5.....	\$ 29.47	18.90+A+B

TANK ERECTION:

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day.
- B. Employee receives 20% premium pay for hazardous waste work.

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers--on all Cranes, derricks, etc. with booms including jib 140 ft. or more above the ground.

GROUP 2: Operating Engineers--on all equipment, including cranes derricks, etc. with booms including jib, less than 140 ft. above the ground.

GROUP 3: Helicopters--Pilot.

GROUP 4: Air compressors, welding machines and generators

(gas, diesel, or electrical driven equipment and sources of power from a permanent plant, i.e., steam, 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. GROUP 5: Oiler.

 * ENGI0825-004 07/01/2004

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.89	18.90+A+B
GROUP 2.....	\$ 36.98	18.90+A+B
GROUP 3.....	\$ 34.59	18.90+A+B
GROUP 4.....	\$ 32.03	18.90+A+B
GROUP 5.....	\$ 30.50	18.90+A+B
GROUP 6.....	\$ 28.74	18.90+A+B
GROUP 7.....	\$ 39.25	18.90+A+B
[STEEL ERECTION]:		

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- B. Employees receive 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
 [STEEL ERECTION]

GROUP 1: Cranes - (all cranes, land or floating with booms including job 140 ft. and over, above ground); derricks-(all derricks, land or floating with boom 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 (all derricks, land or floating with booms including jib, less than 140 ft. above ground).

GROUP 3: "A" frame; cherry pickers 10 tons and under; hoists; all types hoists shall also include steam, gas, diesel, 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 console type (not hand jack or pile load test type) side booms.

GROUP 4: Aerial platform used hoist; compressor, 2 or 3 in battery; elevators or house cars; conveyors and tigger hoists; fireman; 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,

electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.

GROUP 6: Oiler staddle carrier.

GROUP 7: Helicopter pilot

 * ENGI0825-005 07/01/2004

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.75	18.90+A+B
GROUP 2.....	\$ 35.10	18.90+A+B
GROUP 3.....	\$ 31.96	18.90+A+B
GROUP 4.....	\$ 30.56	18.90+A+B
GROUP 5.....	\$ 28.74	18.90+A+B
GROUP 6.....	\$ 37.68	18.90+A+B

OILOSTATIC MAINLINES & TRANSPORTATION PIPELINES:

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day
- B. Employee receives 20% premium pay for hazardous waste work.

OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; cranes (all types); draglines; front-end loaders (5 yds. and over); gradalls; scooper (loader and shovel); koehring and trench machines.

GROUP 2: "A" frame; backhoe (combination hoe loader); boring and drilling machines; ditching machine, small; ditchwitch or similar type; fork lifts; front end loaders (2 yds and over but less than 5 yds.); graders, finish (fine); hydraulic cranes, 10 tons and under (over 10 tons - crane rate applies); side booms; and winch trucks (hoisting).

GROUP 3: Backfiller; brooms and sweepers; bulldozers; compressors (2 or 3 in battery); front-end loaders (under 2 yds.); generators; giraffe grinders; graders and motor patrols; mechanic; pipe bending machine (power); tractors; water and sprinkler trucks, welder and repair mechanic.

GROUP 4: Compressor (single); dope pots (mechanical with or without pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).

GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire

repair and maintenance.

GROUP 6: Helicopter-pilot.

IRON0011-001 07/01/2002

MONMOUTH AND OCEAN COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 27.63	24.10
Structural & Ornamental.....	\$ 29.53	24.10

IRON0068-001 07/01/2003

BURLINGTON (Remainder), MERCER, MONMOUTH (South half), AND OCEAN (Middle third) COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing (Concrete Rods).\$	26.41	23.80
Structual, Ornamental.....\$	28.41	23.80

IRON0350-001 07/01/2003

ATLANTIC, CAPE MAY, CUMBERLAND (Area East of a line drawn from Delaware Bay through the town of Cedarsville and upwards to the point where the county lines of Gloucester, Cumberland, and Atlantic meet), AND OCEAN (Remainder) COUNTIES

	Rates	Fringes
Ironworkers:		
BUILDING CONSTRUCTION:		
Fence and Guardrail Erector\$	25.92	20.25
Reinforced Concrete.....\$	28.77	20.25
Structural & Precast.....\$	29.77	20.25
Windows.....\$	28.77	20.25
HIGHWAY CONSTRUCTION:		
Reinforced Concrete.....\$	26.57	20.25
Structural & Precast.....\$	28.82	20.25

* IRON0399-001 07/01/2004

BURLINGTON (Southern portion up to but not including Lumberton and Chatsworth Twps.), CAMDEN, CUMBERLAND (Remainder), GLOUCESTER, AND SALEM COUNTIES

	Rates	Fringes
Ironworkers:		
Hazardous work.....\$	35.44	14.25
Structural, Ornamental, and Reinforcing.....\$	35.24	16.85

LABO0172-001 03/01/2003

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,
MERCER, OCEAN AND SALEM COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.30	11.80+A
GROUP 2.....	\$ 25.50	11.80+A
GROUP 3.....	\$ 25.80	11.80+A
GROUP 4.....	\$ 26.00	11.80+A
GROUP 5.....	\$ 26.25	11.80+A
GROUP 6.....	\$ 29.80	11.80+A
GROUP 7.....	\$ 28.30	11.80+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day; Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day, provided the employee works 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, landscape laborers, railroad track laborers, flagmen, salamander tenders, pitman, dumpman, waterproofing laborers, rakers and tampers on cold patch work, and wrapping and coating of all pipes.

GROUP 2: Powder carrier, magazine tender, and signalman.

GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators, sandblasting cutting, burning and such other power tools used to perform work usually done manually by laborers.

GROUP 4: Wagon drill operator, timberman and drill master.

GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman and stonecutter.

GROUP 6: Blaster.

GROUP 7: Hazardous waste laborer.(Excludes asbestos work).

LABO0172-002 03/01/2002

	Rates	Fringes
Laborers:		
FREE AIR TUNNEL		
GROUP 1.....	\$ 27.25	12.95+A
GROUP 2.....	\$ 23.85	12.95+A

GROUP 3.....	\$ 23.70	12.95+A
GROUP 4.....	\$ 23.20	12.95+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day, Labor Day, Presidential Election Day, provided the employee works 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS; FREE AIR TUNNEL CLASSIFICATIONS

GROUP 1: Blasterers.

GROUP 2: Skilled men (including miners, drill runners, iron men, maintenance men, conveyor men, safety miners, riggers, block layers, cement finishers, rod men, caulkers, powder carriers, all other skilled men).

GROUP 3: Semi-skilled men (including chuck tenders, track men, nippers, brakemen, derail men, cable men, hose men, grout men, gravel men, form men, bell or signal men (top or bottom), form workers and movers, concrete workers, shaft men, tunnel laborers, all other semi-skilled).

GROUP 4: All others (including powder watchmen, change house attendants, top laborers).

LABO0172-003 03/01/2002

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, MONMOUTH, OCEAN, SALEM, AND MIDDLESEX (Southern half) COUNTIES

Rates Fringes

Laborers-Asphalt Construction:

Feeders and Dust Men.....	\$ 21.65	11.70+A
Head Rakers.....	\$ 23.60	12.95+A
Rakers & Screed Men.....	\$ 23.45	12.95+A
Scale Mixers & Burner Men...	\$ 21.90	11.70+A
Tampers, Smothers, Kettleman, Painters, Shovelers and Roller Boys...	\$ 23.20	12.95+A

STREET:

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day provided The Employee works 3 days for same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABO0222-001 05/01/2002

BURLINGTON (Twps. of Cinnaminson, Delance, Delran, East Hampton, Edgewater Park, Evesham, Hainesport, Lumberton, Medford, Moorestown, Mount Laurel, Pemberton, Shamong, South Hampton, Tabernacle, West Hampton, Willingsboro and Woodland); CAMDEN; CUMBERLAND; GLOUCESTER; AND SALEM COUNTIES

Rates Fringes

Laborers: (BUILDING CONSTRUCTION)

CLASS A.....	\$ 22.95	11.77
CLASS B.....	\$ 22.45	11.77
CLASS C.....	\$ 19.16	11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro, Demolition Equipment, All types of Motorized Fork Lifts Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, Burners, Nozzle Man on Gunite work.

CLASS B: All laborers not listed in Class A or C.

CLASS C: Laborers doing Janitorial-type light clean up work associated with the turnover of the project to the owner All Flagman, and those manning temporary heat of all types.

LABO0415-001 05/01/2002

ATLANTIC; BURLINGTON (Twps. of Bass River and Washington); CAPE MAY; CUMBERLAND (Twps. of Commercial, Dawne, Fairfiled, Lawrence, Maurice, and Millville); AND OCEAN (That portion up to and including Lacy Twp.) COUNTIES

Rates Fringes

Laborers: (BUILDING CONSTRUCTION)

CLASS A.....	\$ 22.95	11.77
CLASS B.....	\$ 22.45	11.77
CLASS C.....	\$ 19.16	11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized Fork Lifts, Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, Burners, Nozzle Man on Gunite work.

CLASS B: All laborers not listed in Class A or C.

CLASS C: Laborers doing Janitorial- type light clean up work associated with the turnover of the project to the owner

All flagman, and those manning temporary heat of all types.

LABO0472-001 03/01/2003

MONMOUTH COUNTY

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 25.30	11.80+A
GROUP 2.....	\$ 25.50	11.80+A
GROUP 3.....	\$ 25.80	11.80+A
GROUP 4.....	\$ 26.00	11.80+A
GROUP 5.....	\$ 26.25	11.80+A
GROUP 6.....	\$ 29.80	11.80+A
GROUP 7a.....	\$ 28.30	11.80+A
Group 7b.....	\$ 26.30	11.80+A

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Common laborers, landscape laborers, railroad track laborers, flagmen, salamander tenders, pitman, dumpman, waterproofing laborers, rakers and tampers on cold patch work, and wrapping and coating of all pipes, & Asphalt Laborers.

GROUP 2: Powder carrier, magazine tender, signalman, asphalt raker, and asphalt screedman

GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators, sandblasting cutting, burning, power tool operator, and such other power tools used to perform work usually done manually by laborers.

GROUP 4: Wagon drill operator, timberman and drill master.

GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman, and stone cutter

GROUP 6: Blaster.

Group 7a: Hazardous waste laborer required to wear level A,B, or C personal protection.

GROUP 7b: Certified laborer working a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A,B, or C personal protection.

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day,

and Christmas Day provided the employee works 3 days for the same employer within a period of 10 working days consisting of 5 working days before and 5 working days after the day upon which the holiday falls or is observed

LABO0595-001 05/01/2002

BURLINGTON (Remainder), MERCER, MONMOUTH, and OCEAN (Remainder) COUNTIES:

	Rates	Fringes
Laborers: (BUILDING CONSTRUCTION)		
CLASS A.....	\$ 22.95	11.77
CLASS B.....	\$ 22.45	11.77
CLASS C.....	\$ 19.16	11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer; Tamper; Motorized Tampers and Compactors Street Cleaning Machines; Scaffold Builder; Hydro Demolition Equipment; All types of Motorized Fork Lifts; Riding Motor Buggy Operator; Bob Cat Operator; Mortar Man; Burners; Nozzle Man on gunite Work.

CLASS B: All Laborers not listed in Class A or C.

Class C Laborers doing Janitorial type light clean up associated with the turnover of the project or part of a project to the owner; All Flagman; and those manning temporary heat of all types.

LABO1030-001 04/01/2001

LABORERS: (The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste of materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling to all enclosures, scaffolding, barricades, and the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic and hazardous waste or materials, the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; and the clean up of the work site and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos or toxic and hazardous waste materials; and in addition, all work tasks involved in the maintenance and operation of energy resource recover plants (co-generation plants).)

	Rates	Fringes
Laborer.....	\$ 21.85	10.12

PAIN0252-007 05/01/2003

ATLANTIC, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, SALEM, and parts of BURLINGTON and OCEAN (everything south of these cities in Burlington and Ocean Counties-Florence to Bustleton to Columbus to Jobstown to Pemberton to Onga Hat to Chatsworth to Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES

	Rates	Fringes
Glazier.....	\$ 27.35	15.05

PAIN0711-001 05/01/2000

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH, OCEAN, & SALEM COUNTIES:

	Rates	Fringes
Painting, paperhanging & allied work.....	\$ 28.75	2.54+27%
Repaint work & preparation thereof (including jobs where no major alterations are taking place but excluding bridges, stacks, elevated tanks & generating stations)...	\$ 22.00	2.54+27%
Spraying Sandblasting, Dipping, Power tools (Over 115 volts) & Paperhanging.....	\$ 31.25	2.54+27%

PAPERHANGING PASTING APPARATUS WORK ON TANKS, BRIDGES, TOWERS, STACKS, & OPEN STRUCTURAL STEEL, WORK FROM CABLES & SWINGING SCAFFOLDS, EXTERIOR WORK ABOVE THREE STORIES

PAIN0711-004 05/01/2000

MERCER COUNTY

	Rates	Fringes
Painters: Bridges, TV & Radio Towers, Structural Steel & Tanks above 3 stories in height (30' or over), Smoke Stacks, Water Towers, Sand- Blastin, Steam Cleaning, Spraying, or application of Hazardous Materials.....	\$ 31.25	27%+2.55
New Construction and Major Alterations.....	\$ 28.75	27%+2.55
Paperhanging.....	\$ 25.60	27%+2.55
Repaint Work.....	\$ 22.00	27%+2.55
Spraying or application of Hazardous or Dangerous Materials on Repaint Work...	\$ 24.00	27%+2.55

 PAIN0711-006 08/01/1999

	Rates	Fringes
Drywall Finisher/Taper.....	\$ 28.25	11.23

 PAIN0711-007 05/01/2000

MERCER, MONMOUTH and parts of BURLINGTON AND OCEAN (everything north of these cities in BURLINGTON and OCEAN COUNTIES Florence to Bustleton to Columbus to Jobstown to Pemberton to Onge Hat to Chatsworth to Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES:

	Rates	Fringes
Glazier.....	\$ 28.75	10.30

 * PLAS0008-003 05/01/2004

CAMDEN, GLOUCESTER and SALEM COUNTIES:

	Rates	Fringes
Plasterer.....	\$ 28.35	15.80

 * PLAS0008-005 05/01/2004

ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH & OCEAN COUNTIES:

	Rates	Fringes
Plasterer.....	\$ 28.35	15.80

 PLAS0699-001 05/01/2004

CAMDEN, GLOUCESTER, AND SALEM COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 28.50	14.35

 PLUM0009-003 03/01/2004

	Rates	Fringes
Air Conditioning & Refrigeration Mechanic.....	\$ 26.92	11.33

SCOPE OF WORK: Installation of air conditioning and refrigeration equipment whose combined tonnage does not exceed 15 tons. Installation of water cooled air conditioning that does not exceed 10 tons (includes piping of compenent system and erection of water tower). Installation of air cooled air conditioning that does not exceed 15 tons. Installation of air conditioning equipment

of the "Package-Unitary" rooftop type, the combined tonnage of which does not exceed 35 tons. Packaged Unitary Air Conditioning and Refreigeration Institute (ARI) as follows:

"A unitary air conditioner consists of one or more cooling coil, and air moving device, a cpmpressor and condenser combination, and may include a heating function as well".

Any and all related piping to the above installation will be done under the appropriate trade jurisdiction.

 PLUM0009-004 07/01/2003

BURLINGTON (from the town of Burlington City, to everything north along County Road Route 541 East also known as High Street, until it reaches the city of Mount Holly which is also Local 9 territory, Madison Avenue in Mount Holly to State Road Route 38 East, again everything north along State Road Route 38 East until its cross over, State Road Route 206 and becomes County Road Route 530, continuing on including Pemberton Boro to south on Magnolia Road in Pemberton Township to Magnolia New Lisbon Road (Route 545), to south on Mount Holly Misery Road to State Road Route 70 East to the Ocean County Line),
 MERCER, MONMOUTH, AND OCEAN COUNTIES:

	Rates	Fringes
Plumber/Pipefitter.....	\$ 36.88	17.00

 PLUM0322-001 05/01/2003

ATLANTIC; BURLINGTON (Ramainder) CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; AND SALEM COUNTIES

	Rates	Fringes
Plumber/Pipefitter.....	\$ 32.12	18.69

 ROOF0004-001 06/01/2002

MONMOUTH COUNTY (Remainder), AND OCEAN (Remainder) COUNTIES

	Rates	Fringes
Roofer.....	\$ 29.57	12.75

 * ROOF0030-004 05/01/2004

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER AND SALEM COUNTIES; and the following portions of MONMOUTH AND OCEAN COUNTIES: West of a line starting from the point on Route 70 where Burlington and Ocean Counties meet, Easterly along Route 70 to Route 571, along Route 571 to Cassville, Easterly on Route 528 to Van Hiseville, Northerly on Route 527 to Manalapan, Westerly on Route 33 to the Monmouth County Line

	Rates	Fringes
Roofers:		

Shingle, slate and tile.....\$ 19.25 6.17
 All other work.....\$ 26.00 15.30+A

FOOTNOTE: A. PAID HOLIDAY: Election Day

 SFNJ0669-002 04/01/2004

ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER (Remainder),
 MONMOUTH, OCEAN, AND SALEM (Remainder) COUNTIES

Rates Fringes

Sprinkler Fitter.....\$ 35.55 6.15

 SFNJ0692-001 05/01/2004

CAMDEN, GLOUCESTER, MERCER (Town of Trenton), AND SALEM (Penns
 Grove, excluding Penns Grove Airport) COUNTIES

Rates Fringes

Sprinkler Fitter.....\$ 39.52 11.80

 SHEE0019-010 05/01/2003

CAMDEN, GLOUCESTER, & SALEM COUNTIES:

Rates Fringes

Sheet metal worker.....\$ 33.18 17.90+H

H-Election Day is a paid holiday.

 SHEE0027-002 01/01/2004

ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH
 AND OCEAN COUNTIES

Rates Fringes

Sheet metal worker.....\$ 34.20 21.10

 SUNJ1993-001 12/07/1993

MERCER COUNTY

Rates Fringes

Cement Mason (BUILDING
 CONSTRUCTION ONLY).....\$ 19.60 8.83

 TEAM0331-001 01/01/2004

ATLANTIC AND CAPE MAY COUNTIES

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 22.00	14.43+A+B
GROUP 2.....	\$ 22.15	14.43+A+B
GROUP 3.....	\$ 22.35	14.43+A+B
GROUP 4.....	\$ 22.50	14.43+A+B

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Presidential Election Day; Thanksgiving Day;& Christmas Day; provided the employee works 3 days in the week in which the holiday falls.

B. BREAVEMENT LEAVE: Any employee having a death in their immediate family, which shall be parents, spouse, children blood brothers or sisters, mother-in-law, and father-in-law shall be given three (3) days time off with pay at the time of death upon furnishing proof of said death. The provision shall also apply to grandparents, when living with the employee.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Striaight Truck Driver, Dump Truck Driver, Water Truck Driver, Transit Mix Driver, Pickup Truck Driver, Tank Truck Driver, Agitator Truck Driver, Concrete Mobile Unit Driver, Tringer Bead Truck Driver, Ross Carrier Driver, Warehouse Forklift Driver, A Frame Truck Driver, Gin Pole Truck Driver, Form Truck Driver, Driver for Truck having Self Loading/Unloading Attachment, & Vacuum Truck/Trailer.

GROUP 2: Trucks Towing Driver

GROUP 3: Trailer Truck Driver, Winch Truck Driver, Off Road Dump Truck Driver, Fuel Truck Driver, Tractor Trailer (any trailer driver), Asphalt Oil Distributor Driver, & Off Road Water Truck Driver.

GROUP 4: Mechanics.

TEAM0469-002 05/01/2000

BURLINGTON (Remainder), MERCER, MONMOUTH, AND OCEAN COUNTIES

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 26.35	11.835+A
GROUP 2.....	\$ 26.40	11.835+A
GROUP 3.....	\$ 26.50	11.835+A
GROUP 4.....	\$ 26.60	11.835+A

FOOTNOTE:

A. Employees working or receiving pay for 80 days within a year receive one week's paid vacation (48 hours); 125 days receive two weeks' vacation (96 hours); 145 days receive 15 days (120 hours); 15 years seniority and 145 days receive 4 weeks vacation (160 hours).

PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day, General Election Day; Thanksgiving Day; and Christmas Day provided the employee has been assigned to work or "shapes" one day of the calendar week during which the holiday falls. Employee receives \$3.00 per hour premium pay for hazardous waste work.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pick-ups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-0- matic, dynamite, power, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, truck with mechanical tailgate, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, Hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks, including handling of unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tank trucks, warehousemen, warehouse partsmen, yardmen, lift truck in warehouse, warehouse clerk, parts man, material checkers, receivers shippers, binning men (materials cardex man); drivers on the following type vehicle: broyhill coal tar epoxy trucks, little-ford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pickup, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles); off-site and on-site repair shop, team drivers, vacuum or vac-all trucks (entire unit)

GROUP 2: Drivers on straight 3-axle materials; truck and floats

GROUP 3: Drivers on all euclid-type vehicles; euclids, international harvesters, wabcos, caterpillar, koehring, tractors, and wagons, dumptrucks, straight, bottom, rear and side dumps, carryalls and scrapers (not self-loading - loading over the top), water sprinkler, trailers, water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles; flat, floats, I-beam, low beds, water sprinkler, bituminous transit mix, road oil, fuel bottom dump hopper, rear dump, office shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer and similar types of vehicles

GROUP 4: Winch Trailer Drivers

BURLINGTON (Area West of the NJ Turnpike to the Delaware River), CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 23.25	11.6875+A+B
GROUP 2.....	\$ 23.30	11.6875+A+B
GROUP 3.....	\$ 23.45	11.6875+A+B
GROUP 4.....	\$ 23.65	11.6875+A+B
GROUP 5.....	\$ 23.80	11.6875+A+B

FOOTNOTES:

- A. Employee who has worked or received pay for 90 days within a year prior to his anniversary date shall receive 56 hours straight time vacation pay; for 3 years but less than 8 years of service he will receive 100 hours of straight time vacation pay; 15 years or more he will receive 165 hours of straight time vacation pay.
- B. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, Christmas Day, and two personal holidays, Good Friday, and Christmas Eve afternoon (provided employee works that morning) on the condition that the employee works or is available for work on at least two days in the week in which the holiday occurs.
- C. Truck drivers, on hazardous waste removal work on a state or federally designated hazardous waste site where the truck driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin and eye protection the teamster shall receive \$2.25 per hour in addition to the regular rate of pay including overtime pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Warehouseman

GROUP 2: Dump truck, water truck, transit mix, pickup, tank, track, agitator, concrete mobile unit, dytinger bead, tack rig, ross carrier, warehouse forklift, A-frame, gin pole form truck, truck having self loading/unloading attachment, straight

GROUP 3: Truckstowing

GROUP 4: Trailer winch off road dump, fuel, tractor trailer, asphalt oil distributor, off road water truck

GROUP 5: Mechanics

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

WBS COST EVALUATION SHEET

Cost Breakdown

MTF bldg	Definition	Total Cost (1)
Substructure	Continuous footings, spread footings, grade beams, foundations walls, pile caps, basement slab on grade, elevator pits, equipment pads, trench & cover, foundation drainage, excavation for basement (excluding rock) & backfill, moisture protection, and columns piers.	\$ -
Superstructure	Concrete floor construction, columns, beams, steel framing, concrete arches, roof decks/slabs, stair construction, grand stair	\$ -
Exterior Closure	Exterior skin, interior backup walls, coping, sills, limestones, precast, arch, stocco, glass blocks, insulation & vapor barriers, louvers & screens, balcony walls & railings, exterior windows, curtain walls, and exterior doors	\$ -
Roofing	Roof toppings, insulation, traffic toppings, flashing, fascia, and hatch	\$ -
Interior Construction	All metal stud partitions (excluding GWB), CMU partition, concrete wall partition, insulation, retractable partitions, interior windows, shutters, interior doors, toilet partitions & cubicles, toilet & bath accessories, signs, cabinets (fire extinguisher, etc), & caseworks	\$ -
Interior Finishes	GWB, painting, accoustical panels, flooring & finishes, ceiling & finishes, window treatments	\$ -
Plumbing	All terminal devices on the domestic plumbing which have water supplied to the fixture . Hot waterheaters, hose bibbs, and special equipment are counted as a fixture, sanitary system, rainwater drainage system, drains, pumps, & meters	\$ -
HVAC	The energy input to the facility (other than electrical) in the form of fuels or hot and cold water distributed from a central base facility such as steam system, compressed air system, equipments, air distribution systems, hot & chilled water distribution systems, exhaust ventilation systems, system test & balancing, commissioning.	\$ -
Fire Protection	Pipes, sprinklers, pumps, risers, extinguishers (excluding electronics)	\$ -
Electric Power & Lighting	Equipments, wiring, panels, lighting	\$ -
Electrical Systems	Communication, security & alarms, public address system, clocks, A/V systems, lightning protection, UPS	\$ -

SECTION 07412

NON-STRUCTURAL METAL ROOFING

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 within the text by the basic designation only.

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7 (2002) Minimum Design Loads for Buildings and Other Structures

ASTM INTERNATIONAL (ASTM)

ASTM A 653/A 653M (2003) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

ASTM A 755/A 755M (2001) Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products

ASTM A 792/A 792M (2002) Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process

ASTM D 1308 (2002) Effect of Household Chemicals on Clear and Pigmented Organic Finishes

ASTM D 1654 (1992; R 2000) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

ASTM D 1970 (2001) Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection

ASTM D 2244 (2002e1) Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates

ASTM D 2247 (2002) Testing Water Resistance of Coatings in 100% Relative Humidity

ASTM D 2794 (1993; R 1999e1) Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)

ASTM D 3359 (2002) Measuring Adhesion by Tape Test

ASTM D 4214 (1998) Evaluating the Degree of Chalking of Exterior Paint Films

ASTM D 4587 Standard Practice for Fluorescent UV-Condensation Exposures of Paint and Related Coatings

ASTM D 522 (1993a; R 2001) Mandrel Bend Test of Attached Organic Coatings

ASTM D 523 (1989; R 1999) Specular Gloss

ASTM D 5894 (1996) Cyclic Salt Fog/UV Exposure of Painted Metal, (Alternating Exposures in a Fog/Dry Cabinet and a UV/Condensation Cabinet)

ASTM D 610 (2001) Evaluating Degree of Rusting on Painted Steel Surfaces

ASTM D 714 (2002) Evaluating Degree of Blistering of Paints

ASTM D 968 (1993; R 2001) Abrasion Resistance of Organic Coatings by Falling Abrasive

ASTM E 1592 (2001) Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference

ASTM G 154 (2000a_{e1}) Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)

NRCA 0405 (2001; R 2003, 5th Ed) Roofing and Waterproofing Manual

METAL BUILDING MANUFACTURERS ASSOCIATION (MBMA)

MBMA RSDM (2000) Metal Roofing Systems Design Manual

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FED-STD-595 (Rev B; Am 1) Colors, Volume 1

1.2 DESCRIPTION OF METAL ROOF SYSTEM

Factory color finished, metal panel roof system with concealed clip

attachment through to deck substrate. Roof panel profile shall be standing seam and with stiffening ribs in the flat of the panel.

1.2.1 Design Requirements

1.2.2 Wind Uplift Resistance

The required uplift resistance of the roof assembly shall be calculated in accordance with ASCE 7. Metal roof panel assembly shall resist the following wind loads as determined by ASCE 7 with a factor of safety appropriate for the material holding the anchor:

- a. At eaves 34.91 psf
- b. At rakes 34.91 psf
- c. At ridge 34.91 psf
- d. At building corners 34.91 psf
- e. At central areas 16.79 psf

The roof assembly shall be tested in accordance with ASTM E 1592 to resist the indicated loads. Non-tested assemblies shall not be installed, except as approved by the Contracting Officer. Provide wind load calculations and submit engineering calculations and substantiating data to validate wind resistance of any non-tested assembly.

1.2.2.1 Performance Requirements

The installed roof assembly shall be watertight, conform to the roof slope, and resist the uplift pressures indicated. The Contractor shall furnish a commercially available roofing system which satisfies all specified requirements.

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-02 Shop Drawings

Metal Roofing; G

Drawings consisting of catalog cuts, panel configuration, system assembly, attachment details, flashing details, erection drawings, and other data as necessary to clearly describe layouts, construction details, fasteners, and erection. Drawings shall be approved by the metal roofing manufacturer prior to submission.

SD-03 Product Data

Roof panels; G, AE

FACTORY COLOR FINISH; G

Accessories

Fasteners

UNDERLAYMENTS

Gaskets and Insulating Compounds

SD-04 Samples

Roof Panels; G, AE

One piece of each type and finish to be used, 9 inches long, full width.

Factory-applied Color Finish Charts; G

Provide standard and custom color charts for roof panel and accessory color selection.

Accessories; G, AE

One sample of each type of flashing, trim, fascia, closure, cap and similar items. Size shall be sufficient to show construction and configuration.

Fasteners; G, AE

Two samples of each type to be used with statement regarding intended use.

Gaskets and Insulating Compounds

Two samples of each type to be used and descriptive data.

Sealant

SD-05 Design Data

Wind Uplift Resistance; G, AE

Engineering calculations comparing wind uplift calculations with tested wind resistance. Calculations shall be prepared, signed, and sealed by a registered structural engineer.

SD-06 Test Reports

Roof assembly; G

Factory Color Finish Performance Requirements

SD-07 Certificates

Roof Panels; G

Certificates from the roof panel manufacturer attesting that the panels and accessories conform to the specified requirements and are suitable for the installation environment at the indicated design slope.

Coil stock compatibility; G

Provide certification of coil compatibility with roll forming machinery to be used in the field.

Qualification of Applicator; G

Certify that the applicator meets requirements specified under paragraph entitled "Qualification of Applicator."

SD-08 Manufacturer's Instructions

INSULATION

INSTALLATION

Roof panel installation manual; G

Submit manufacturer's printed installation manual and instructions.

SD-09 Manufacturer's Field Reports

Copy of manufacturer's field inspection reports, submitted within 48 hours of each site visit.

SD-11 Closeout Submittals

Warranties

Information card

1.4 QUALITY ASSURANCE

1.4.1 Qualification of Manufacturer

Metal roof panel manufacturer shall have been in the business of manufacturing metal roof panels for a period of not less than 5 years.

1.4.1.1 Manufacturer's Technical Representative

The manufacturer's technical representative shall be thoroughly familiar with the products to be installed, installation requirements and practices,

and with any special considerations in the geographical area where construction will take place. The representative shall be available to perform field inspections and attend meetings as specified.

1.4.2 Qualification of Applicator

Metal roof system applicator shall be approved, authorized, or licensed in writing by the roof panel manufacturer and shall have a minimum of three years experience as an approved, authorized, or licensed applicator with that manufacturer and be approved at a level capable of providing the specified warranty. The applicator shall supply the names, locations and client contact information of 5 projects of similar size and scope that the applicator has constructed using the manufacturer's roofing products submitted for this project within the previous three years.

1.4.3 Preroofing Conference

After approval of submittals and before performing roofing system installation work, hold a preroofing conference to review the following:

- a. Drawings and specifications and submittals related to the roof work;
- b. Roof system components installation;
- c. Procedure for the roof manufacturer's technical representative's onsite inspection and acceptance of the roofing substrate, the name of the manufacturer's technical representatives, the frequency of the onsite visits, distribution of copies of the inspection reports from the manufacturer's technical representative;
- d. Contractor's plan for coordination of the work of the various trades involved in providing the roofing system and other components secured to the roofing; and
- e. Quality control plan for the roof system installation;
- f. Safety requirements.

Preroofing conference scheduling shall be coordinated with the Contracting Officer. The conference shall be attended by the Contractor, the Contracting Officer's designated personnel, personnel directly responsible for the installation of metal roof system, flashing and sheet metal work, mechanical and electrical work, other trades interfacing with the roof work, and representative of the metal roofing manufacturer. Before beginning roofing work, provide a copy of meeting notes and action items to all attending parties. Note action items requiring resolution prior to start of roof work.

1.5 DELIVERY, STORAGE, AND HANDLING

Deliver, store, and handle panel materials, bulk roofing products, accessories, and other manufactured items in a manner to prevent damage and

deformation, as recommended by the manufacturer, and as specified.

1.5.1 Delivery

Deliver materials to the site in undamaged condition. Provide adequate packaging to protect materials during shipment. Crated materials shall not be uncrated until ready for use, except for inspection. Immediately upon arrival of materials at jobsite, inspect materials for damage, deformation, dampness, and staining. Remove affected materials from the site. Remove moisture from wet materials not otherwise affected, restack and protect from further moisture exposure.

1.5.2 Storage

Stack materials stored on site on platforms or pallets, and cover with tarpaulins or other weathertight covering which prevents trapping of water or condensation under the covering. Store roof panels so that water which may have accumulated during transit or storage will drain off. Do not store panels in contact with materials that might cause staining. Secure coverings and stored items to protect from wind displacement.

1.5.3 Handling

Handle materials in a manner to avoid damage. Select and operate material handling equipment so as not to damage materials or applied roofing.

1.6 WARRANTIES

Provide metal roof system material and workmanship warranties meeting specified requirements. Revision or amendment to manufacturer's standard warranty shall be provided as required to comply with the specified requirements.

1.6.1 Metal Roof Panel Manufacturer Warranty

Furnish the metal roof panel manufacturer's 30-year no dollar limit roof system materials and installation workmanship warranty, including flashing, insulation, components, trim, and accessories necessary for a watertight roof system construction. The warranty shall run directly to the Government and commence at time of Government's acceptance of the roof work. The warranty shall state that:

- a. If within the warranty period the metal roof system, as installed for its intended use in the normal climatic and environmental conditions of the facility, becomes non-watertight, shows evidence of moisture intrusion within the assembly, displaces, corrodes, perforates, separates at the seams, or shows evidence of excessive weathering due to defective materials or installation workmanship, the repair or replacement of the defective and damaged materials of the metal roof system and correction of defective workmanship shall be the responsibility of the metal roof panel manufacturer. All costs associated with the repair or replacement work shall be the responsibility of the metal roof panel manufacturer.

b. When the manufacturer or his approved applicator fail to perform the repairs within 72 hours of notification, emergency temporary repairs performed by others shall not void the warranty.

1.6.2 Manufacturer's Finish Warranty

Provide a manufacturer's 30 year exterior material finish warranty warranting that the factory color finish, under normal atmospheric conditions at the site, will not crack, peel, or delaminate; chalk in excess of a numerical rating of 8 when measured in accordance with ASTM D 4214; or fade or change colors in excess of 5 NBS units as measured in accordance with ASTM D 2244.

1.6.3 Metal Roof System Installer Warranty

Provide the "Contractors Five (5) Year No Penal Sum Warranty for Non-Structural Metal Roof System" attached at the end of this section.

1.6.4 Continuance of Warranty

Repair or replacement work that becomes necessary within the warranty period shall be approved, as required, and accomplished in a manner so as to restore the integrity of the roof system assembly and validity of the metal roof system manufacturer warranty for the remainder of the manufacturer warranty period.

1.7 CONFORMANCE AND COMPATIBILITY

The entire metal roofing and flashing system shall be in accordance with specified and indicated requirements, including wind resistance requirements. Work not specifically addressed and any deviation from specified requirements shall be in general accordance with recommendations of the MBMA RSDM, NRCA 0405, the metal panel manufacturer's published recommendations and details, and compatible with surrounding components and construction. Any deviation from specified or indicated requirements shall be submitted to the Contracting Officer for approval prior to installation.

PART 2 PRODUCTS

2.1 ROOF PANELS

Roof panels shall be steel with a factory-applied color finish. Panel attachment shall be with concealed clips. Panel profile shall be standing seam and symmetrical in design. Roof panels shall provide nominal 450 mm (18 inches) of coverage in place. Minimum height of seams at overlap of adjacent roof sheets shall be 2-3/8 inches). Individual panels shall be of continuous length sufficient to cover the entire length of any unbroken roof slope with no joints or seams, except where indicated or approved otherwise by the Contracting Officer. Panels shall be formed without warping, waviness, or ripples that are not a part of the panel profile and shall be free of damage to the finish coating system. Provisions shall be made for thermal expansion and contraction consistent with the type of system to be used. All sheets shall be either square-cut or miter-cut.

2.1.1 Steel Panels

Zinc-coated steel conforming to ASTM A 653/A 653M, Structural Grade 40 and minimum G90 galvanized smooth metallic coating; aluminum-zinc alloy coated steel conforming to ASTM A 792/A 792M, AZ 50 coating. Prepainted steel sheet shall also comply with ASTM A 755/A 755M. Roof panel material shall be minimum 0.76 mm (22 gage) thick prior to coating application, and as required to meet wind uplift requirements. Panels shall be within 95 percent of the nominal thickness. Prior to shipment, mill finish panels shall be treated with a passivating chemical and oiled to inhibit the formation of oxide corrosion products. Panels that have become wet during shipment and have started to oxidize shall be rejected.

2.1.2 Texture

Smooth with raised intermediate stiffening ribs.

2.2 ROOF PANEL FACTORY COLOR FINISH

Provide factory-applied, thermally cured coating system on roof panel surfaces. Provide exterior coat of primer and 70 percent polyvinylidene fluoride resin color finish coat on the exposed side. Prime coat shall be not less than 0.005 mm (0.2 mil). Color finish coat shall be not less than 0.02 mm (0.8 mil). Total color coating system thickness shall be not less than 0.025 mm (1 mil) and with any additional primer and finish coat thickness required to meet the color finish performance requirements specified. Underside coating shall consist of roof panel manufacturer recommended protective backer coat suitable for the application conditions, not less than 0.008 mm (0.3 mil) thick unless approved otherwise by the Contracting Officer. Finish coat color shall match FED-STD-595 Color #20040 Dark Brown. The exterior color finish shall meet the performance requirements specified.

2.2.1 Factory Color Finish Performance Requirements

2.2.1.1 Cyclic Salt Fog/UV Test

A sample of the sheets shall withstand a cyclic corrosion test for a minimum of 2014 hours in accordance with ASTM D 5894, including the scribe requirement in the test. Immediately upon removal of the panel from the test, the coating shall receive a rating of not less than 10, no blistering, as determined by ASTM D 714; no rusting, as determined by ASTM D 610; and a rating of 6, less than 3 mm (1/8 inch) creepage from scribe as determined by ASTM D 1654.

2.2.1.2 Formability Test

When subjected to testing in accordance with ASTM D 522 Method B, 3 mm (1/8 inch) diameter mandrel, the coating film shall show no evidence of fracturing to the naked eye.

2.2.1.3 Accelerated Weathering, Chalking Resistance and Color Change

Coating sample shall withstand weathering test of 5000 hours , in accordance with ASTM D 4587 and ASTM G 154, Type D, without cracking, peeling, blistering, loss of adhesion of the protective coating, or corrosion of the base metal. Protective coating with an adhesion rating of less than 4B when tested in accordance with ASTM D 3359, Test Method B, shall be considered as an area indicating loss of adhesion. Following the accelerated weathering test, the coating shall have a chalk rating not less than No. 8 in accordance with ASTM D 4214 test procedures, and the color change shall not exceed 5 CIE or Hunter Lab color difference (delta E) units in accordance with ASTM D 2244.

2.2.1.4 Humidity Test

When subjected to a humidity cabinet test in accordance with ASTM D 2247 for 1000 hours, a scored panel shall show no signs of blistering, cracking, creepage or corrosion.

2.2.1.5 Impact Resistance

Factory-painted sheet shall withstand direct and reverse impact in accordance with ASTM D 2794 13 mm (0.50 inch) diameter hemispherical head indenter, equal to 1.5 times the metal thickness in mils, expressed in inch-pounds, with no cracking.

2.2.1.6 Abrasion Resistance Test

When subjected to the falling sand test in accordance with ASTM D 968, Method A, the coating system shall withstand a minimum of 50 liters of sand before the appearance of the base metal. The term "appearance of base metal" refers to the metallic coating on steel or the aluminum base metal.

2.2.1.7 Specular Gloss

Finished roof surfaces for shall have a specular gloss value of 30 plus or minus 5 at an angle of 60 degrees when measured in accordance with ASTM D 523.

2.2.1.8 Pollution Resistance

Coating shall show no visual effects when covered spot tested in a 10 percent hydrochloric acid solution for 24 hours in accordance with ASTM D 1308.

2.3 ACCESSORIES

Accessories shall be compatible with the metal roof panels. Sheet metal flashing, trim, metal closure strips, caps, and similar metal accessories shall be not less than the minimum thicknesses specified for roof panels. Exposed metal accessories shall be finished to match the panels furnished. Molded foam rib, ridge and other closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene premolded to match configuration of the panels and shall not absorb or retain water.

2.3.1 Pre-manufactured Accessories

Pre-manufactured accessories shall be manufacturer's standard for intended purpose, compatible with the metal roof system and approved for use by the metal roof panel manufacturer. Curbs shall be constructed to match roof slope.

2.4 FASTENERS

Fasteners for roof panels shall be corrosion resistant coated steel, aluminum, stainless steel, or nylon capped steel, compatible with the sheet panel or flashing material and of type and size recommended by the manufacturer to meet the performance requirements. Fasteners for accessories shall be the manufacturer's standard. Exposed fasteners shall have integral metal washer head and compressible sealing EPDM washer. Sealing washer shall be approximately 2.4 mm (3/32 inch) thick. Exposed portion of fasteners shall match color of attached material.

2.4.1 Screws

Not smaller than 6 mm (No. 14) diameter self-tapping type and not less than 4 mm (No. 12) diameter self-drilling type.

2.4.2 Rivets

Closed-end type where watertight connections are required.

2.5 UNDERLAYMENTS

2.5.1 Self-Adhering Modified Bitumen Underlayment

Self-adhering modified bitumen membrane underlayment material in compliance with ASTM D 1970, and suitable for use as underlayment for metal roofing. Membrane resistant to cyclical elevated temperatures for extended period of time shall be used in high heat service conditions. Membrane shall have integral non-tacking top surface of polyethylene film or other surface material to serve as separator between bituminous material and metal products to be applied above. Place on top of rigid insulation over the entire roof area.

2.6 SEALANT

Sealant shall be an elastomeric type containing no oil or asphalt, as recommended by the roof panel manufacturer. Silicone based sealants are prohibited, unless approved otherwise by the roof panel manufacturer and the Contracting Officer. Exposed sealant shall be colored to match adjacent components and shall cure to a rubberlike consistency. Concealed sealant shall be non-hardening type. Sealant placed in the roof panel standing seam ribs shall be provided in accordance with the manufacturer's recommendations.

2.7 GASKETS AND INSULATING COMPOUNDS

Gaskets and insulating compounds shall be nonabsorptive and suitable for insulating contact points of incompatible materials. Insulating compounds shall be nonrunning after drying.

2.8 INSULATION

Insulation, facer material, and attachment shall be compatible with metal roof system application specified, as approved by the roof panel manufacturer, and as specified in Section 07220 ROOF AND DECK INSULATION.

PART 3 EXECUTION

3.1 EXAMINATION

Examine surfaces to receive metal roof panel and flashing installation. Ensure surfaces are suitable, dry and free of defects and projections which might affect the installation.

3.2 INSTALLATION

Installation shall meet specified requirements and be in accordance with the manufacturer's installation instructions and approved shop drawings. Correct defects or errors in materials and installation. Do not install damaged materials. Dissimilar materials which are not compatible when contacting each other shall be insulated by means of gaskets or insulating compounds. Exposed surfaces and edges shall be kept clean and free from sealant, metal cuttings, hazardous burrs, and other foreign material. Stained, discolored, or damaged materials shall be removed from the site.

3.2.1 Underlayment

Install underlayment parallel to roof slope and in a watershedding fashion.

Install self-adhering underlayment in accordance with manufacturer's instructions. Provide a minimum 1 meter (36 inch) wide sheet of self-adhering modified bitumen membrane underlayment at all penetrations, eaves, rakes, hips, ridges, valleys, slope transitions, and side wall and head wall transitions. Icedam protection shall extend minimum 36 inches inside of building wall line and as otherwise necessary to provide effective protection from water intrusion due to ice damming. Turn underlayment up minimum 4 inches at vertical transitions, except as otherwise indicated. Underlayment shall be concealed by finished flashing and cladding construction. Ensure underlayment is attached in a manner to hold in place until metal roof panels are installed. The underlayment shall ensure that any water that penetrates below the metal roofing panels will drain outside of the building envelope.

3.2.1.1 Slip Sheet

Apply specified slip sheet at time of roof panel installation when felt or other underlayment is used that may be in direct contact with and adhere to or adversely impact the underside of roof panels, and as otherwise recommended by the roof panel manufacturer.

3.2.2 Roofing

Apply roofing panels with longitudinal configurations in the direction of the roof slope. Provide roofing panels in unbroken lengths from peak to low point with no transverse joints except at junction of ventilators, curbs, skylights, chimneys, and similar openings, unless otherwise indicated or approved by the Contracting Officer. Where panel end laps are required, form and install to shed water and seal in a watertight manner as recommended by the panel manufacturer's installation instructions. Attach roof panels in the manner, type and frequency required by the roof panel manufacturer and to resist required wind uplift pressures. Close panel ribs or side laps as required by the manufacturer to meet specified requirements. Lay side laps away from prevailing wind. Side and end lap distances, joint sealing, and fastening and spacing of fasteners shall be in accordance with manufacturer's instructions. Flash seal roof at ridge, eaves, rakes, and at projections through roof. All sheet metal laps, including but not limited to panel side laps end laps, flashing laps and junctures at accessories and penetrations flashings, shall be sealed watertight within the lap area. Closure strips, flashing, and sealing material shall be provided as indicated and where otherwise necessary to provide complete weathertight construction. Concealed anchor clips are required to be one-piece and require a 3-inch by 5-inch bearing plate under each clip.

3.2.2.1 Field Forming of Roof Panels

Roll forming equipment shall be maintained in proper working order and operated by a factory trained technician. Field formed panels shall meet all specified requirements. Where UL 580 classified materials are required, rollformer equipment certification shall be provided. In cold weather conditions, warming of the steel coils to be field formed shall be performed as necessary just prior to the rolling operations.

3.2.3 Flashings

Provide all flashings, related closures, and accessories necessary for a complete, watertight installation. Minimize exposed fastening of flashings. On sloped planes, form flashing lap joints to shed water and provide sealant within the lap area. Laps joints shall have minimum 100 mm (4 inch) overlap except where greater overlap is indicated, or otherwise required by the roof panel manufacturer. For butt joints of flashings, provide joint splice and cover plates supplemented by waterproof sealants and sealant tapes to form a watertight joint condition. Ensure firm underlying support for joints greater than 200 mm (8 inches) wide and where otherwise indicated or required by the roof panel manufacturer. Installation shall allow for expansion and contraction of flashing without impacting watertight integrity.

3.2.4 Exposed Fastener Installation

Where exposed fastening is required, provide fastener spacings in accordance with manufacturer's recommendations, in straight lines and to present a uniform appearance. Drive fasteners normal to surface and to

uniform depth to seat washers with gaskets without tearing or cracking gasketing material. Exercise extreme care when drilling pilot hole for fastenings to keep drills perpendicular and centered. After drilling, remove metal filings and burrs from holes prior to installing fasteners and washers. Torque used when applying fasteners shall not exceed that recommended by manufacturer. Remove metal shavings and filings from roofs upon completion to prevent rusting and discoloration of panels.

3.3 PROTECTION OF APPLIED ROOFING

Do not permit storing, walking, wheeling, and trucking directly on applied roofing materials. Provide temporary walkways, runways, and platforms of smooth clean boards or planks as necessary to avoid damage to applied roofing materials, and to distribute weight to conform to indicated live load limits of roof construction.

3.4 CLEAN UP AND FINISH TOUCH-UP

Clean exposed sheet metal work at completion of installation. Remove metal shavings, filings, nails, bolts, and wires from roofs. Remove grease and oil films, excess sealants, handling marks, contamination from steel wool, fittings and drilling debris and scrub the work clean. Exposed metal surfaces shall be free of dents, creases, waves, scratch marks, solder or weld marks, and damage to the finish coating. Touch up scratches in panel finish with manufacturer supplied touch-up paint system to match panel finish. Treat exposed cut edges with manufacturer supplied clear coat.

3.5 CORRECTION OF DEFICIENCIES

Where any form of deficiency is found, additional measures shall be taken as deemed necessary by the Contracting Officer to determine the extent of the deficiency and corrective actions shall be as directed by the Contracting Officer.

3.6 FIELD QUALITY CONTROL

3.6.1 Construction Monitoring

During progress of the roofwork, Contractor shall make visual inspections as necessary to ensure compliance with specified requirements. Additionally, verify the following:

Materials comply with the specified requirements.

All materials are properly stored, handled and protected from damage. Damaged materials are removed from the site.

Substrates are in acceptable condition, in compliance with specification, prior to application of underlayment, roof panel, and flashing materials.

Nailers and blocking are provided where and as needed.

Underlayment is installed as required and of type required.

Slip sheet, if required, is installed as roof panels are installed.

Panels are installed without buckles, ripples, or waves and in uniform alignment and modulus.

Side laps are formed, sealed, fastened or seam locked as required.

The proper number, type, and spacing of attachment clips and fasteners are installed.

Installer adheres to specified and detailed application parameters.

Associated flashings and sheet metal are installed in a timely manner in accord with the specified requirements.

3.6.2 Manufacturer's Inspection

Manufacturer's technical representative shall visit the site a minimum of three times during the installation for purposes of reviewing materials installation practices and adequacy of work in place. Inspections shall occur during the first 20 squares of roof panel installation, at mid-point of the installation, and at substantial completion, at a minimum. Additional inspections shall not exceed one for each 100 squares of total roof area with the exception that follow-up inspections of previously noted deficiencies or application errors shall be performed as requested by the Contracting Officer. After each inspection, a report, signed by the manufacturer's technical representative shall be submitted to the Contracting Officer within 3 working days. The report shall note overall quality of work, deficiencies and any other concerns, and recommended corrective action.

3.7 INFORMATION CARD

For each roof, furnish a typewritten information card for facility records and a card laminated in plastic and framed for interior display at roof access point, or a photoengraved 1 mm (0.032) inch thick aluminum card for exterior display. Card shall be 215 mm by 275 mm (8 1/2 by 11 inches) minimum. Information card shall identify facility name and number; location; contract number; approximate roof area; detailed roof system description, including deck type, roof panel manufacturer and product name, type underlayment(s), date of completion; installing contractor identification and contact information; manufacturer warranty expiration, warranty reference number, and contact information. The card shall be a minimum size of 215 mm by 275 mm (8 1/2 by 11 inches). Install card at roof top or access location as directed by the Contracting Officer and provide a paper copy to the Contracting Officer.

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
NON-STRUCTURAL METAL ROOF SYSTEM

FACILITY DESCRIPTION _____

BUILDING NUMBER: _____

CORPS OF ENGINEERS CONTRACT NUMBER: _____

CONTRACTOR

CONTRACTOR: _____

ADDRESS: _____

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

OWNER

OWNER: _____

ADDRESS: _____

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

CONSTRUCTION AGENT

CONSTRUCTION AGENT: _____

ADDRESS: _____

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
NON-STRUCTURAL METAL ROOF SYSTEM
(continued)

THE NON-STRUCTURAL METAL ROOF SYSTEM INSTALLED ON THE ABOVE NAMED BUILDING IS WARRANTED BY _____ FOR A PERIOD OF FIVE (5) YEARS AGAINST WORKMANSHIP AND MATERIAL DEFICIENCIES, WIND DAMAGE, STRUCTURAL FAILURE, AND LEAKAGE. THE NON-STRUCTURAL METAL ROOFING SYSTEM COVERED UNDER THIS WARRANTY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE FOLLOWING: THE ENTIRE ROOFING SYSTEM, MANUFACTURER SUPPLIED FRAMING AND STRUCTURAL MEMBERS, METAL ROOF PANELS, FASTENERS, CONNECTORS, ROOF SECUREMENT COMPONENTS, AND ASSEMBLIES TESTED AND APPROVED IN ACCORDANCE WITH UL 580. IN ADDITION, THE SYSTEM PANEL FINISHES, SLIP SHEET, INSULATION, VAPOR RETARDER, ALL ACCESSORIES, COMPONENTS, AND TRIM AND ALL CONNECTIONS ARE INCLUDED. THIS INCLUDES ROOF PENETRATION ITEMS SUCH AS VENTS, CURBS, SKYLIGHTS; INTERIOR OR EXTERIOR GUTTERS AND DOWNSPOUTS; EAVES, RIDGE, HIP, VALLEY, RAKE, GABLE, WALL, OR OTHER ROOF SYSTEM FLASHINGS INSTALLED AND ANY OTHER COMPONENTS SPECIFIED WITHIN THIS CONTRACT TO PROVIDE A WEATHERTIGHT ROOF SYSTEM; AND ITEMS SPECIFIED IN OTHER SECTIONS OF THE SPECIFICATIONS THAT ARE PART OF THE NON-STRUCTURAL METAL ROOFING SYSTEM.

ALL MATERIAL DEFICIENCIES, WIND DAMAGE, STRUCTURAL FAILURE, AND LEAKAGE ASSOCIATED WITH THE NON-STRUCTURAL METAL ROOF SYSTEM COVERED UNDER THIS WARRANTY SHALL BE REPAIRED AS APPROVED BY THE CONTRACTING OFFICER. THIS WARRANTY SHALL COVER THE ENTIRE COST OF REPAIR OR REPLACEMENT, INCLUDING ALL MATERIAL, LABOR, AND RELATED MARKUPS. THE ABOVE REFERENCED WARRANTY COMMENCED ON THE DATE OF FINAL ACCEPTANCE ON _____ AND WILL REMAIN IN EFFECT FOR STATED DURATION FROM THIS DATE.

SIGNED, DATED, AND NOTARIZED (BY COMPANY PRESIDENT)

(Company President) (Date)

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
NON-STRUCTURAL METAL ROOFING SYSTEM
(continued)

THE CONTRACTOR SHALL SUPPLEMENT THIS WARRANTY WITH WRITTEN WARRANTIES FROM THE MANUFACTURER AND/OR INSTALLER OF THE NON-STRUCTURAL METAL ROOFING SYSTEM, WHICH SHALL BE SUBMITTED ALONG WITH THE CONTRACTOR'S WARRANTY. HOWEVER, THE CONTRACTOR WILL BE ULTIMATELY RESPONSIBLE FOR THIS WARRANTY AS OUTLINED IN THE SPECIFICATIONS AND AS INDICATED IN THIS WARRANTY EXAMPLE.

EXCLUSIONS FROM COVERAGE

1. NATURAL DISASTERS, ACTS OF GOD (LIGHTNING, FIRE, EXPLOSIONS, SUSTAINED WIND FORCES IN EXCESS OF THE DESIGN CRITERIA, EARTHQUAKES, AND HAIL).
2. ACTS OF NEGLIGENCE OR ABUSE OR MISUSE BY GOVERNMENT OR OTHER PERSONNEL, INCLUDING ACCIDENTS, VANDALISM, CIVIL DISOBEDIENCE, WAR, OR DAMAGE CAUSED BY FALLING OBJECTS.
3. DAMAGE BY STRUCTURAL FAILURE, SETTLEMENT, MOVEMENT, DISTORTION, WARPAGE, OR DISPLACEMENT OF THE BUILDING STRUCTURE OR ALTERATIONS MADE TO THE BUILDING.
4. CORROSION CAUSED BY EXPOSURE TO CORROSIVE CHEMICALS, ASH OR FUMES GENERATED OR RELEASED INSIDE OR OUTSIDE THE BUILDING FROM CHEMICAL PLANTS, FOUNDRIES, PLATING WORKS, KILNS, FERTILIZER FACTORIES, PAPER PLANTS, AND THE LIKE.
5. FAILURE OF ANY PART OF THE NON-STRUCTURAL METAL ROOF DUE TO ACTIONS BY THE OWNER TO INHIBIT FREE DRAINAGE OF WATER FROM THE ROOF AND GUTTERS AND DOWNSPOUTS OR ALLOW PONDING WATER TO COLLECT ON THE ROOF SURFACE. CONTRACTOR'S DESIGN SHALL INSURE FREE DRAINAGE FROM THE ROOF AND NOT ALLOW PONDING WATER.
6. THIS WARRANTY APPLIES TO THE NON-STRUCTURAL METAL ROOFING SYSTEM. IT DOES NOT INCLUDE ANY CONSEQUENTIAL DAMAGE TO THE BUILDING INTERIOR OR CONTENTS WHICH IS COVERED BY THE WARRANTY OF CONSTRUCTION CLAUSE INCLUDED IN THIS CONTRACT.
7. THIS WARRANTY CANNOT BE TRANSFERRED TO ANOTHER OWNER WITHOUT WRITTEN CONSENT OF THE CONTRACTOR; AND THIS WARRANTY AND THE CONTRACT PROVISIONS WILL TAKE PRECEDENCE OVER ANY CONFLICTS WITH STATE STATUTES.

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
NON-STRUCTURAL METAL ROOF SYSTEM
(continued)

**REPORTS OF LEAKS AND ROOF SYSTEM DEFICIENCIES SHALL BE RESPONDED TO WITHIN 48 HOURS OF RECEIPT OF NOTICE, BY TELEPHONE OR IN WRITING, FROM EITHER THE OWNER OR CONTRACTING OFFICER. EMERGENCY REPAIRS TO PREVENT FURTHER ROOF LEAKS SHALL BE INITIATED IMMEDIATELY; A WRITTEN PLAN SHALL BE SUBMITTED FOR APPROVAL TO REPAIR OR REPLACE THIS ROOF SYSTEM WITHIN SEVEN (7) CALENDAR DAYS. ACTUAL WORK FOR PERMANENT REPAIRS OR REPLACEMENT SHALL BE STARTED WITHIN 30 DAYS AFTER RECEIPT OF NOTICE, AND COMPLETED WITHIN A REASONABLE TIME FRAME. IF THE CONTRACTOR FAILS TO ADEQUATELY RESPOND TO THE WARRANTY PROVISIONS, AS STATED IN THE CONTRACT AND AS CONTAINED HEREIN, THE CONTRACTING OFFICER MAY HAVE THE NON-STRUCTURAL METAL ROOF SYSTEM REPAIRED OR REPLACED BY OTHERS AND CHARGE THE COST TO THE CONTRACTOR.

IN THE EVENT THE CONTRACTOR DISPUTES THE EXISTENCE OF A WARRANTABLE DEFECT, THE CONTRACTOR MAY CHALLENGE THE OWNER'S DEMAND FOR REPAIRS AND/OR REPLACEMENT DIRECTED BY THE OWNER OR CONTRACTING OFFICER EITHER BY REQUESTING A CONTRACTING OFFICER'S DECISION UNDER THE CONTRACT DISPUTES ACT, OR BY REQUESTING THAT AN ARBITRATOR RESOLVE THE ISSUE. THE REQUEST FOR AN ARBITRATOR MUST BE MADE WITHIN 48 HOURS OF BEING NOTIFIED OF THE DISPUTED DEFECTS. UPON BEING INVOKED, THE PARTIES SHALL, WITHIN TEN (10) DAYS, JOINTLY REQUEST A LIST OF FIVE (5) ARBITRATORS FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE. THE PARTIES SHALL CONFER WITHIN TEN (10) DAYS AFTER RECEIPT OF THE LIST TO SEEK AGREEMENT ON AN ARBITRATOR. IF THE PARTIES CANNOT AGREE ON AN ARBITRATOR, THE CONTRACTING OFFICER AND THE PRESIDENT OF THE CONTRACTOR'S COMPANY WILL STRIKE ONE (1) NAME FROM THE LIST ALTERNATIVELY UNTIL ONE (1) NAME REMAINS. THE REMAINING PERSON SHALL BE THE DULY SELECTED ARBITRATOR. THE COSTS OF THE ARBITRATION, INCLUDING THE ARBITRATOR'S FEE AND EXPENSES, COURT REPORTER, COURTROOM OR SITE SELECTED, ETC., SHALL BE BORNE EQUALLY BETWEEN THE PARTIES. EITHER PARTY DESIRING A COPY OF THE TRANSCRIPT SHALL PAY FOR THE TRANSCRIPT. A HEARING WILL BE HELD AS SOON AS THE PARTIES CAN MUTUALLY AGREE. A WRITTEN ARBITRATOR'S DECISION WILL BE REQUESTED NOT LATER THAN 30 DAYS FOLLOWING THE HEARING. THE DECISION OF THE ARBITRATOR WILL NOT BE BINDING; HOWEVER, IT WILL BE ADMISSIBLE IN ANY SUBSEQUENT APPEAL UNDER THE CONTRACT DISPUTES ACT.

A FRAMED COPY OF THIS WARRANTY SHALL BE POSTED IN THE MECHANICAL ROOM OR OTHER APPROVED LOCATION DURING THE ENTIRE WARRANTY PERIOD.

-- End of Section --

SECTION 07413

METAL WALL PANELS

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 within the text by the basic designation only.

ALUMINUM ASSOCIATION (AA)

AA ADM1 (2000) Aluminum Design Manual

AMERICAN IRON AND STEEL INSTITUTE (AISI)

AISI SG-973 (1996) Cold-Formed Steel Design Manual

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7 (2002) Minimum Design Loads for Buildings and Other Structures

ASTM INTERNATIONAL (ASTM)

ASTM A 653/A 653M (2003) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

ASTM A 755/A 755M (2001) Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products

ASTM A 792/A 792M (2002) Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process

ASTM D 1654 (1992; R 2000) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

ASTM D 2244 (2002e1) Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates

ASTM D 2247 (2002) Testing Water Resistance of Coatings in 100% Relative Humidity

ASTM D 2794 (1993; R 1999e1) Resistance of Organic

	Coatings to the Effects of Rapid Deformation (Impact)
ASTM D 3359	(2002) Measuring Adhesion by Tape Test
ASTM D 4214	(1998) Evaluating the Degree of Chalking of Exterior Paint Films
ASTM D 4587	Standard Practice for Fluorescent UV-Condensation Exposures of Paint and Related Coatings
ASTM D 522	(1993a; R 2001) Mandrel Bend Test of Attached Organic Coatings
ASTM D 5894	(1996) Cyclic Salt Fog/UV Exposure of Painted Metal, (Alternating Exposures in a Fog/Dry Cabinet and a UV/Condensation Cabinet)
ASTM D 610	(2001) Evaluating Degree of Rusting on Painted Steel Surfaces
ASTM D 714	(2002) Evaluating Degree of Blistering of Paints
ASTM D 968	(1993; R 2001) Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM E 84	(2003) Surface Burning Characteristics of Building Materials
ASTM G 154	(2000a _{el}) Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

1.2 DESCRIPTION OF WALL PANEL SYSTEM

Factory color finished, metal wall panel system with concealed fastening attachment. Panel profile shall be smooth face and with stiffening ribs in the flat of the panels as shown on drawings.

1.3 GENERAL DESIGN REQUIREMENTS

Criteria, loading combinations, and definitions shall be in accordance with ASCE 7. Maximum calculated fiber stress shall not exceed the allowable value in the AISI or AA manuals; a one third overstress for wind is allowed. Midspan deflection under maximum design loads shall be limited to L/180. Contract drawings show the design wind loads and the extent and general assembly details of the metal siding. Members and connections not shown on the drawings shall be designed by the Contractor. Siding panels and accessories shall be the products of the same manufacturer. Steel siding design shall be in accordance with AISI SG-973. Aluminum siding design shall be in accordance with AA ADM1.

1.4 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-02 Shop Drawings

Siding; G, AE

Drawings consisting of catalog cuts, panel configuration, system assembly, attachment details, flashing details, design and erection drawings, shop coating and finishing specifications, and other data as necessary to clearly describe design, materials, sizes, layouts, construction details, fasteners, and erection. Drawings shall be accompanied by engineering design calculations for the siding panels. Drawings shall be approved by the metal wall panel manufacturer prior to submission.

SD-03 Product Data

Wall panels; G

Closures

flashing

Accessories

Fasteners

Gaskets and Insulating Compounds

SD-04 Samples

WALL PANEL;

One piece of each type and finish (exterior and interior) to be used, 9 inches long, full width.

Factory-applied Color Finish Charts; G, AE

Provide standard and custom color charts for wall panel and accessory color selection.

Accessories;

One sample of each type of flashing, trim, closure, cap and similar items. Size shall be sufficient to show construction and configuration.

Fasteners;

Two samples of each type to be used with statement regarding intended use. If so requested, random samples of bolts, nuts, and washers as delivered to the jobsite shall be taken in the presence of the Contracting Officer and provided to the Contracting Officer for testing to establish compliance with specified requirements.

Insulation;

One piece of each type to be used, and descriptive data covering installation.

Gaskets and Insulating Compounds;

Two samples of each type to be used and descriptive data.

Sealant;

One sample, approximately 1 pound, and descriptive data.

Wall Liners;

One piece, 9 inches long, full width.

SD-05 Design Data

Wind load calculations; G

Calculations shall be prepared, signed, and sealed by a registered structural engineer.

SD-06 Test Reports

Salt Spray Test;

SD-07 Certificates

Wall Panels; G

Accessories;

Insulation;

Certificates from the wall panel manufacturer attesting that the panels and accessories conform to the specified requirements and are suitable for the installation environment.

SD-08 Manufacturer's Instructions

INSTALLATION; G

Submit manufacturer's printed installation manual and instructions.

1.5 DELIVERY, STORAGE, AND HANDLING

Deliver, store, and handle panel materials, bulk products, accessories, and other manufactured items in a manner to prevent damage and deformation, as recommended by the manufacturer, and as specified.

1.5.1 Delivery

Deliver materials to the site in dry and undamaged condition. Provide adequate packaging to protect materials during shipment. Crated materials shall not be uncrated until ready for use, except for inspection. Immediately upon arrival of materials at jobsite, inspect materials for damage, deformation, dampness, and staining. Remove affected materials from the site. Remove moisture from wet materials not otherwise affected, restack and protect from further moisture exposure.

1.5.2 Storage

Stack materials stored on site on platforms or pallets, and cover with tarpaulins or other weathertight covering which prevents trapping of water or condensation under the covering. Store wall panels so that water which may have accumulated during transit or storage will drain off. Do not store panels in contact with materials that might cause staining. Storage accommodations for metal wall panels shall provide good air circulation and protection from surface staining. Secure coverings and stored items to protect from wind displacement.

1.5.3 Handling

Handle materials in a manner to avoid damage. Select and operate material handling equipment so as not to damage materials or installation.

1.6 WARRANTIES

The Contractor shall provide a weathertight material and workmanship warranty for the metal wall panel system installation for a period of 5 years and to include a manufacturer's 5 year warranty against cracking, peeling, or delamination of the color finish and corrosion of the base metal, and 10 year warranty against the corrosion of fasteners caused by ordinary wear and tear by the elements. The warranties shall start upon final acceptance of the work or the date the Government takes possession, whichever is earlier.

PART 2 PRODUCTS

2.1 WALL PANEL

Panels shall be steel and shall have a factory-applied color finish. Panel profile shall be smooth face. Wall panels shall have interlocking ribs for securing adjacent sheets. Width of sheets with interlocking ribs shall provide not less than 12 inches of coverage in place. Wall panels shall be

fastened to framework using concealed fasteners. Length of panels shall be sufficient to cover the entire height of any unbroken wall surface when length of run is 30 feet or less. When length of run exceeds 30 feet, each sheet in the run shall extend over two or more spans. Sheets longer than 30 feet may be furnished if approved by the Contracting Officer. Panels shall be formed without warping, waviness, or ripples that are not a part of the panel profile and shall be free of damage to the finish coating system.

2.1.1 Basis-of-Design

Formawall as manufactured by Centria.

2.1.2 Bid Option #8

Versawall as manufactured by Centria, or equal.

2.1.3 Steel Panels

Zinc-coated steel conforming to ASTM A 653/A 653M, Structural Grade 40 and minimum G90 galvanized smooth metallic coating; aluminum-zinc alloy coated steel conforming to ASTM A 792/A 792M, AZ 55 coating. Prepainted steel sheet shall also comply with ASTM A 755/A 755M. Wall panel material shall be minimum 0.76 mm (22 gage) thick prior to coating application, and as required to meet wind load requirements. Panels shall be within 95 percent of the nominal thickness. Prior to shipment, mill finish panels shall be treated with a passivating chemical and oiled to inhibit the formation of oxide corrosion products. Panels that have become wet during shipment and have started to oxidize shall be rejected.

2.1.4 Factory Insulated Panels

Insulated wall panels shall be factory-fabricated units with insulating core between metal face sheets, securely fastened together and uniformly separated with rigid spacers; facing of steel of composition and gauge specified for wall panels; and constructed to eliminate condensation on interior of the panel. Panels shall be 3 inches thick. Panels shall have a factory-applied color finish. Insulation shall provide an R-value of 20; be compatible with adjoining materials; nonrunning and nonsettling; capable of retaining its R-value for the life of the metal facing sheets; and unaffected by extremes of temperature and humidity. The assembly shall have a flame spread rating not higher than 25, and smoke developed rating not higher than 50 when tested in accordance with ASTM E 84. The insulation shall remain odorless, free from mold, and not become a source of food and shelter for insects. Panels shall be not less than 8 inches wide and shall be in one piece for unbroken wall heights.

2.1.5 Liner Panels

Formed of same material as wall panels with 25 mm (1 mil) minimum finish coat on the exposed face and a prime coat on the liner side.

2.2 FACTORY COLOR FINISH

Panels shall have a factory applied polyvinylidene fluoride (PVDF) finish on the exposed side. The exterior finish shall consist of a baked-on finish coat with an appropriate prime coat. Total color coating system thickness shall be not less than 0.025 mm (1 mil) and with any additional primer and finish coat thickness required to meet the color finish performance requirements specified. The exterior coating shall be a nominal 2 mil thickness consisting of a topcoat of not less than 0.02 mm (0.75 mil) dry film thickness and the paint manufacturer's recommended primer of not less than 0.005 mm (0.2 mil) thickness. The interior color finish shall consist of the same coating and dry film thickness as the exterior. Finish coat color shall be "Wheatsheaf" as manufactured by M.A. Bruder Paints. The exterior color finish shall meet the performance requirements specified.

2.2.1 Salt Spray Test

A sample of the sheets shall withstand a cyclic corrosion test for a minimum of 2014 hours in accordance with ASTM D 5894, including the scribe requirement in the test. Immediately upon removal of the panel from the test, the coating shall receive a rating of not less than 8, few blisters, as determined by ASTM D 714; no rusting, as determined by ASTM D 610; and a rating of 6, less than 3 mm (1/8 inch) creepage from scribe as determined by ASTM D 1654.

2.2.2 Formability Test

When subjected to testing in accordance with ASTM D 522 Method B, 1/8 inch diameter mandrel, the coating film shall show no evidence of fracturing to the naked eye.

2.2.3 Accelerated Weathering, Chalking Resistance and Color Change

Coating sample shall withstand weathering test of 5000 hours, in accordance with ASTM D 4587 and ASTM G 154, Type D using without cracking, peeling, blistering, loss of adhesion of the protective coating, or corrosion of the base metal. Protective coating with an adhesion rating of less than 4B when tested in accordance with ASTM D 3359, Test Method B, shall be considered as an area indicating loss of adhesion. Following the accelerated weathering test, the coating shall have a chalk rating not less than No. 8 in accordance with ASTM D 4214 test procedures, and the color change shall not exceed 5 CIE or Hunter Lab color difference (ΔE) units in accordance with ASTM D 2244.

2.2.4 Humidity Test

When subjected to a humidity cabinet test in accordance with ASTM D 2247 for 1000 hours, a scored panel shall show no signs of blistering, cracking, creepage or corrosion.

2.2.5 Impact Resistance

Factory-painted sheet shall withstand direct and reverse impact in

accordance with ASTM D 2794 13 mm (0.50 inch) diameter hemispherical head indenter, equal to 1.5 times the metal thickness in mils, expressed in inch-pounds, with no loss of adhesion.

2.2.6 Abrasion Resistance Test

When subjected to the falling sand test in accordance with ASTM D 968, Method A, the coating system shall withstand a minimum of 50 liters of sand before the appearance of the base metal. The term "appearance of base metal" refers to the metallic coating on steel or the aluminum base metal.

2.3 ACCESSORIES

Flashing, trim, metal closure strips, caps, and similar metal accessories shall be the manufacturer's standard products. Exposed metal accessories shall be finished to match the panels furnished. Molded closure strips shall be bituminous-saturated fiber, closed-cell or solid-cell synthetic rubber or neoprene, or polyvinyl chlorided premolded to match configuration of the panels and shall not absorb or retain water.

2.4 FASTENERS

Fasteners for steel panels shall be zinc-coated steel, aluminum, corrosion resisting steel, or nylon capped steel, type and size specified below or as otherwise approved for the applicable requirements. Fasteners for aluminum panels shall be aluminum or corrosion resisting steel. Fasteners for attaching wall panels to supports shall provide both tensile and shear strength of not less than 750 pounds per fastener. Fasteners for accessories shall be the manufacturer's standard. Exposed wall fasteners shall be color finished or provided with plastic color caps to match the panels. Nonpenetrating fastener system for wall panels using concealed clips shall be manufacturer's standard for the system provided.

2.4.1 Screws

Screws shall be as recommended by the manufacturer.

2.4.2 End-Welded Studs

Automatic end-welded studs shall be shouldered type with a shank diameter of not less than 3/16 inch and cap or nut for holding panels against the shoulder.

2.4.3 Explosive Actuated Fasteners

Fasteners for use with explosive actuated tools shall have a shank of not less than 0.145 inch with a shank length of not less than 1/2 inch for fastening panels to steel and not less than 1 inch for fastening panels to concrete.

2.4.4 Blind Rivets

Blind rivets shall be aluminum with 3/16 inch nominal diameter shank or stainless steel with 1/8 inch nominal diameter shank. Rivets shall be

threaded stem type if used for other than the fastening of trim. Rivets with hollow stems shall have closed ends.

2.4.5 Bolts

Bolts shall be not less than 1/4 inch diameter, shouldered or plain shank as required, with proper nuts.

2.5 SEALANT

Sealant shall be an elastomeric type containing no oil or asphalt, as recommended by the wall panel manufacturer. Silicone based sealants are prohibited, unless approved otherwise by the panel manufacturer and the Contracting Officer. Exposed sealant shall be colored to match adjacent components and shall cure to a rubberlike consistency. Concealed sealant shall be non-hardening type. Sealant placed in the panel seams shall be provided in accordance with the manufacturer's recommendations.

2.6 GASKETS AND INSULATING COMPOUNDS

Gaskets and insulating compounds shall be nonabsorptive and suitable for insulating contact points of incompatible materials. Insulating compounds shall be nonrunning after drying.

2.7 INSULATION

Insulation, facer material, and attachment shall be compatible with metal wall panel system application specified, as approved by the metal panel manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

Installation shall meet specified requirements and be in accordance with the manufacturer's installation instructions and approved shop drawings. Correct defects or errors in materials and installation. Do not install damaged materials. Dissimilar materials which are not compatible when contacting each other shall be insulated from each other by means of gaskets or insulating compounds. Improper or mislocated drill holes shall be plugged with an oversize screw fastener and gasketed washer; however, panels with an excess of such holes or with such holes in critical locations shall not be used. Exposed surfaces and edges shall be kept clean and free from sealant, metal cuttings, hazardous burrs, and other foreign material. Stained, discolored, or damaged materials shall be removed from the site.

3.1.1 Wall Panels and Accessories

Wall panels shall be applied with the longitudinal configurations in the horizontal position for Base Bid design and in the vertical position for Bid Option #8. Provide panels in longest obtainable lengths, with ends occurring only at girts and structural members. Side laps shall be standard interlocking ribs based on manufacturer's standard. Seal side

laps with joint-sealing material. Flash wall panels at ends, base, and at top, around windows, door frames, framed louvers, and other similar openings. Place closures, flashing, and sealing materials to achieve complete water tightness. Flashing is not required where approved interlocking, concealed-type side joints with concealed fasteners for wall panels are used. Accessories shall be fastened into framing members, except as otherwise approved. Closure strips shall be provided as indicated and where necessary to provide weathertight construction.

3.1.1.1 Concealed Fastener Wall Panels

Panels shall be fastened to framing members with concealed fastening clips or other concealed devices standard with the manufacturer. Spacing of fastening clips and fasteners shall be in accordance with the manufacturer's written instructions. Spacing of fasteners and anchor clips along the panel interlocking ribs shall not exceed 300 mm (12 inches) on center except when otherwise recommended by the panel manufacturer and approved by the Contracting Officer. Fasteners shall not puncture metal sheets except as approved for flashing, closures, and trim; exposed fasteners shall be installed in straight lines. Interlocking ribs shall be sealed with factory-applied sealant. Joints at accessories shall be sealed.

3.2 CLEAN UP AND FINISH TOUCH-UP

Clean exposed sheet metal work at completion of installation. Remove metal shavings and filings. Remove grease and oil films, excess sealants, handling marks, contamination from steel wool, fittings and drilling debris and scrub the work clean. Exposed metal surfaces shall be free of dents, creases, waves, scratch marks, solder or weld marks, and damage to the finish coating. Touch up scratches in panel finish with manufacturer supplied touch-up paint system to match panel finish.

3.3 CORRECTION OF DEFICIENCIES

Where any form of deficiency is found, additional measures shall be taken as deemed necessary by the Contracting Officer to determine the extent of the deficiency and corrective actions shall be as directed by the Contracting Officer.

3.4 FIELD QUALITY CONTROL

3.4.1 Construction Monitoring

Contractor shall make visual inspections as necessary to ensure compliance with specified requirements. Additionally, verify the following:

Materials comply with the specified requirements.

All materials are properly stored, handled and protected from damage. Damaged materials are removed from the site.

Framing and substrates are in acceptable condition, in compliance with specification, prior to application of wall panels.

Panels are installed without buckles, ripples, or waves and in uniform alignment and modulus.

Side laps are formed, sealed, fastened or seam locked as required.

The proper number, type, and spacing of attachment clips and fasteners are installed.

Installer adheres to specified and detailed application parameters.

Associated flashings and sheet metal are installed in a timely manner in accord with the specified requirements.

-- End of Section --