Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is

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

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

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

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

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

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

(i) The cost of this work;

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

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the

data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)
(End of clause)

106 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)--ALTERNATE I (SEP 1996)

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

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

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

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

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

(7) Complete performance of the work not terminated.

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

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

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

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing. (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

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

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

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

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

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

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

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

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

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

	Item Description	Contract Line Items	Quantity
Total.....			

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

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

104 52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

105 52.248-3 I VALUE ENGINEERING--CONSTRUCTION (MAR 1989)--ALTERNATE I (APR 1984)

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

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

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

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

"Government costs," as used in this clause, means those agency costs

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.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

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

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

(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]:

_____

_____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

103 52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(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. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(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) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. 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.

(c) The Contractor must submit any request for use of other than U.S.-

labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

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

(End of clause)

102 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)

(a) "International air transportation," as used in this clause, means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States," as used in this clause, means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

"U.S.-flag air carrier," as used in this clause, means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The Contractor agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary

100 52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

(End of clause)

101 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities,

98 52.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(End of clause)

99 52.243-4 CHANGES (AUG 1987)

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

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

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

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

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

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

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

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

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

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

(End of clause)

bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

97 52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

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

(End of clause)

94 52.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.
(b) The price breakdown--
(1) Must include sufficient detail to permit an analysis of profit, and of all costs for--
(i) Material;
(ii) Labor;
(iii) Equipment;
(iv) Subcontracts; and
(v) Overhead; and
(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

95 52.236-7008 CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--
(1) Furnishing all plant, labor, equipment, appliances, and materials; and
(2) Performing all operations required to complete the work in conformity with the drawings and specifications.
(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

(End of provision)

96 52.242-13 BANKRUPTCY (JUL 1995)

. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the

furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

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

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

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

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

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

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

(End of clause)

93 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

91 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

(End of clause)

92 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

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

89 52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

90 52.236-13 I ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

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

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

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

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

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

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

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

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

Contractor.

(End of clause)

87 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

88 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

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

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

(End of clause)

or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

84 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

85 52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

86 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

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

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the

the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

82 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

(End of clause)
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83 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work

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

(End of clause)

80 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

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

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

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

(End of clause)

81 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from

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

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

(End of clause)

79 52.233-3 PROTEST AFTER AWARD (AUG 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

(f) If, as the result of the Contractor's intentional or negligent

78 52.233-1 DISPUTES (DEC 1998)

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

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

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

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

(iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duty authorized to certify the claim on behalf of the Contractor."

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

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

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

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

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be

amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

(2) Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f)(1) If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, then the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the

(1) A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) An interest penalty clause which obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) The clauses required by paragraph (c) of this clause shall not be construed to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions which--

(1) Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause has been previously furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor--

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, if applicable, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government, other than progress payments based on estimates of amount and value of work performed. Contract financing payments include advance payments and interim payments under cost-type contracts.

(2) If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified. For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) An invoice is the Contractor's bill or written request for payment under the contract for work or services performed under the contract. An invoice shall be prepared and submitted to the designated billing office. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause:

(i) Name and address of the Contractor.

(ii) Invoice date.

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

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

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

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

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(3) An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

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

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

(4) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day

abbreviation of the Contractor's financial agent.

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

(End of clause)

77 52.9999-4019 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAR 1994)

FAR 52.232-27

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, there are several types of invoice payments which may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. However, if the designated billing office fails to annotate the payment request with the actual date of receipt, the payment due date shall be deemed to be the 14th day after the date the Contractor's payment request is dated, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated seperately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. However, if the designated billing office fails to annotate the invoice with the date of actual receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over

paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

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

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

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

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

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

(6) If applicable, the Fedwire Transfer System telegraphic

information (hereafter: "designated office") by _____. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

75 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

(End of clause)

76 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

74 52.232-17 INTEREST (JUN 1996)

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

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

the specifications, terms, and conditions of the contract;

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

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

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____
(Name)

_____
(Title)

_____
(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

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

(End of clause)

72 52.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

73 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

(1) The amounts requested are only for performance in accordance with

(End of clause)

70 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

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

71 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.
"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
(b) The contract price includes all applicable Federal, State, and local taxes and duties.
(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.
(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

(End of clause)

68 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

(End of clause)

69 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.

States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

65 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

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

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

66 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)
(R 7-602.16 1964 JUN)

67 52.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. Contracting Officers shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

(End of clause)

64 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United

62 52.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.
As used in this clause--
(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
(2) "United States person" is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
(b) Certification.
By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--
(1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.
(End of clause)

63 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (MAY 1999)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219.
(b) Definitions. As used in this clause:
"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).
"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., Chapter 17.
"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.
"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).
"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

construction materials, if any, listed in paragraph (b)(3) of this clause.

(c) Request for determination.

(1) Contractors requesting to use foreign construction material under paragraph (b)(4) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(4) of this clause. A submission 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. 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).

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

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

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

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

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

(End of clause)

evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Designated country construction material" means a construction material that (a) is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, 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 (l) 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 as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

"NAFTA country construction material" means a construction material that (a) is wholly the growth, product, or manufacture of a NAFTA country, or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b)(1) The Buy American Act (41 U.S.C. 10a--10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2), (b)(3), and (b)(4) of this clause.

(2) The Trade Agreements Act and the North American Free Trade Agreement (NAFTA) provide that designated country and NAFTA country construction materials are exempted from application of the Buy American Act.

(3) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction material or components listed by the Government as follows:

%%Insert list of applicable accepted materials or indicate "none"

_____

(4) Other foreign construction material may be added to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(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.

(5) The Contractor agrees that only domestic construction materials, NAFTA country construction materials, or designated country construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign

inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(4) of this clause. A submission 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. 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).

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

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

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

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

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

(End of clause)

61 52.225-15 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JUN 1997)

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

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be

that (a) is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, 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 (l) 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 as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

"NAFTA country construction material" means a construction material that (a) is wholly the growth, product, or manufacture of a NAFTA country, or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b)(1) The Buy American Act (41 U.S.C. 10a--10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2), (b)(3), and (b)(4) of this clause.

(2) The North American Free Trade Agreement (NAFTA) provides that NAFTA construction materials are exempted from application of the Buy American Act.

(3) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction material or components listed by the Government as follows:

%%Insert list of applicable accepted materials or indicate "none"

_____

(4) Other foreign construction material may be added to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(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.

(5) The Contractor agrees that only domestic construction materials or NAFTA country construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for other foreign construction materials, if any, listed in paragraph (b)(3) of this clause.

(c) Request for determination.

(1) Contractors requesting to use foreign construction material under paragraph (b)(4) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the

97+00	273	743	164,740	
98+00	282	1,027	165,767	
99+00	287	1,054	166,821	
100+00	256	1,005	167,826	
101+00	254	944	168,770	
102+00	255	943	169,713	
103+00	252	940	170,653	
104+00	248	927	171,580	
105+00	247	918	172,498	
106+00	262	944	173,442	
107+00	275	996	174,438	
108+00	274	1,017	175,455	
109+00	270	1,007	176,462	
110+00	263	987	177,449	
111+00	275	997	178,446	
112+00	288	1,042	179,488	
113+00	304	1,096	180,584	
114+00	325	1,165	181,749	
115+00	341	1,234	182,983	
116+00	352	1,284	184,267	
117+00	377	1,350	185,617	
118+00	404	1,445	187,062	
119+00	431	1,546	188,608	
120+00	457	1,644	190,252	
121+00	482	1,739	191,991	
122+00	495	1,810	193,801	
123+00	511	1,862	195,663	
124+00	535	1,936	197,599	
125+00	554	2,016	199,615	
126+00	577	2,095	201,710	
127+00	584	2,151	203,861	
128+00	579	2,153	206,014	
129+00	573	2,133	208,147	
130+00	401	1,805	209,952	
131+00	292	1,284	211,236	
132+00	401	1,282	212,518	
133+00	347	1,384	213,902	
134+00	371	1,330	215,232	
135+00	340	1,316	216,548	
136+00	297	1,179	217,727	
137+00	246	1,005	218,732	
138+00	238	897	219,629	Segment 3 starts at Sta 90+00 and
139+00	207	824	220,453	ends at Sta 140+00
140+00	0	383	220,836	Total Quantity Segment 3 = 61,838 C.Y.

45+00	448	1,541	115,539	
46+00	521	1,794	117,333	
47+00	487	1,867	119,200	
48+00	424	1,688	120,888	
49+00	386	1,500	122,388	
50+00	369	1,397	123,785	
51+00	342	1,316	125,101	
52+00	410	1,393	126,494	
53+00	366	1,437	127,931	
54+00	326	1,281	129,212	
55+00	276	1,115	130,327	
56+00	244	964	131,291	
57+00	205	832	132,123	
58+00	206	762	132,885	
59+00	207	765	133,650	
60+00	192	740	134,390	
61+00	158	648	135,038	
62+00	158	585	135,623	
63+00	160	588	136,211	
64+00	163	597	136,808	
65+00	155	590	137,398	
66+00	157	578	137,976	
67+00	183	629	138,605	
68+00	213	734	139,339	
69+00	241	841	140,180	
70+00	252	913	141,093	
71+00	258	944	142,037	
72+00	253	945	142,982	
73+00	244	919	143,901	
74+00	231	879	144,780	
75+00	219	832	145,612	
76+00	204	783	146,395	
77+00	202	753	147,148	
78+00	205	754	147,902	
79+00	212	771	148,673	
80+00	216	792	149,465	
81+00	227	820	150,285	
82+00	246	876	151,161	
83+00	264	944	152,105	
84+00	266	982	153,087	
85+00	248	952	154,039	
86+00	250	921	154,960	
87+00	260	944	155,904	
88+00	272	986	156,890	Segment 2 starts at Sta 30+00 and
89+00	286	1,034	157,924	ends at Sta 90+00
90+00	294	1,074	158,998	Total Quantity Segment 2 = 71,066 C.Y.
91+00	231	972	159,970	
92+00	230	852	160,822	
93+00	229	849	161,671	
94+00	226	843	162,514	
95+00	223	832	163,346	
96+00	129	651	163,997	

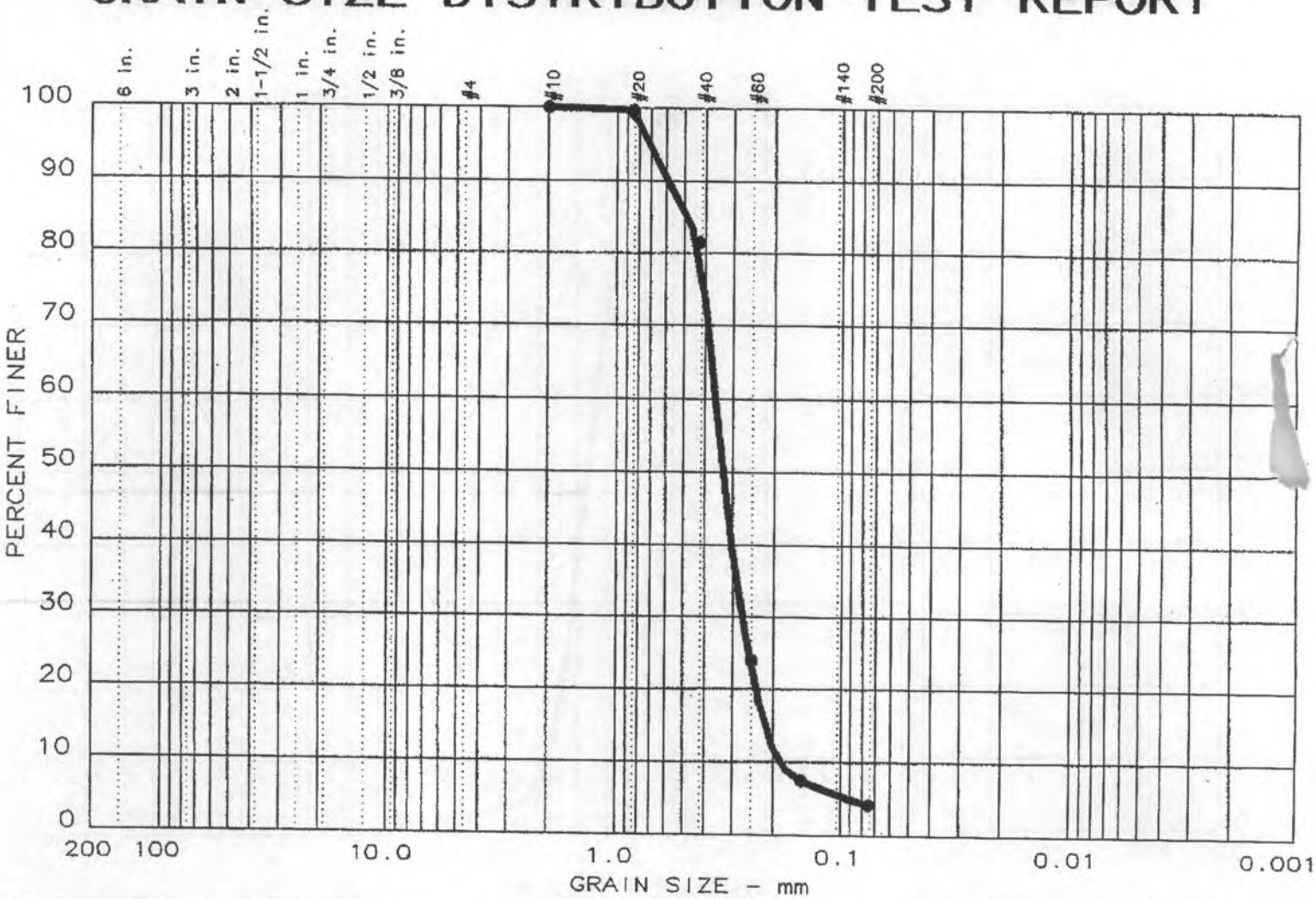
FILL QUANTITY ESTIMATES FOR BEACH BERM CONSTRUCTION
(BASED ON SURVEY OF JUNE-JULY 1999)

BASELINE STATION NUMBER	STATION FILL AREA (Square Ft.)	STATION FILL VOLUME (Cubic Yards)	CUMULATIVE VOLUME (Cubic Yards)	
0+00	0	0	0	
1+00	940	1,741	1,741	
2+00	983	3,561	5,302	
3+00	873	3,436	8,738	
4+00	767	3,036	11,774	
5+00	674	2,667	14,441	
6+00	595	2,349	16,790	
7+00	623	2,256	19,046	
8+00	629	2,319	21,365	
9+00	708	2,477	23,842	
10+00	804	2,801	26,643	
11+00	920	3,192	29,835	
12+00	989	3,535	33,370	
13+00	978	3,642	37,012	
14+00	966	3,601	40,613	
15+00	957	3,562	44,175	
16+00	945	3,522	47,697	
17+00	852	3,328	51,025	
18+00	822	3,100	54,125	
19+00	824	3,048	57,173	
20+00	834	3,070	60,243	
21+00	844	3,107	63,350	
22+00	843	3,123	66,473	
23+00	822	3,082	69,555	
24+00	800	3,004	72,559	
25+00	780	2,926	75,485	
26+00	761	2,853	78,338	
27+00	665	2,641	80,979	
28+00	631	2,400	83,379	
29+00	616	2,310	85,689	Segment 1 ends at Sta 30+00
30+00	595	2,243	**87,932**	Total Quantity Segment 1 = 87,932 C.Y.
31+00	574	2,164	90,096	
32+00	552	2,085	92,181	
33+00	595	2,125	94,306	
34+00	604	2,221	96,527	
35+00	597	2,223	98,750	
36+00	584	2,187	100,937	
37+00	558	2,115	103,052	
38+00	498	1,955	105,007	
39+00	446	1,748	106,755	
40+00	405	1,576	108,331	
41+00	389	1,471	109,802	
42+00	381	1,426	111,228	
43+00	366	1,382	112,610	
44+00	384	1,388	113,998	

APPENDIX "B"

FILL QUANTITY ESTIMATES
FOR
BEACH BERM CONSTRUCTION

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	95.8	4.2	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.484	0.361	0.332	0.273	0.217	0.186	1.11	1.9

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-22 S-4

Date: 12-11-1999

Remarks:

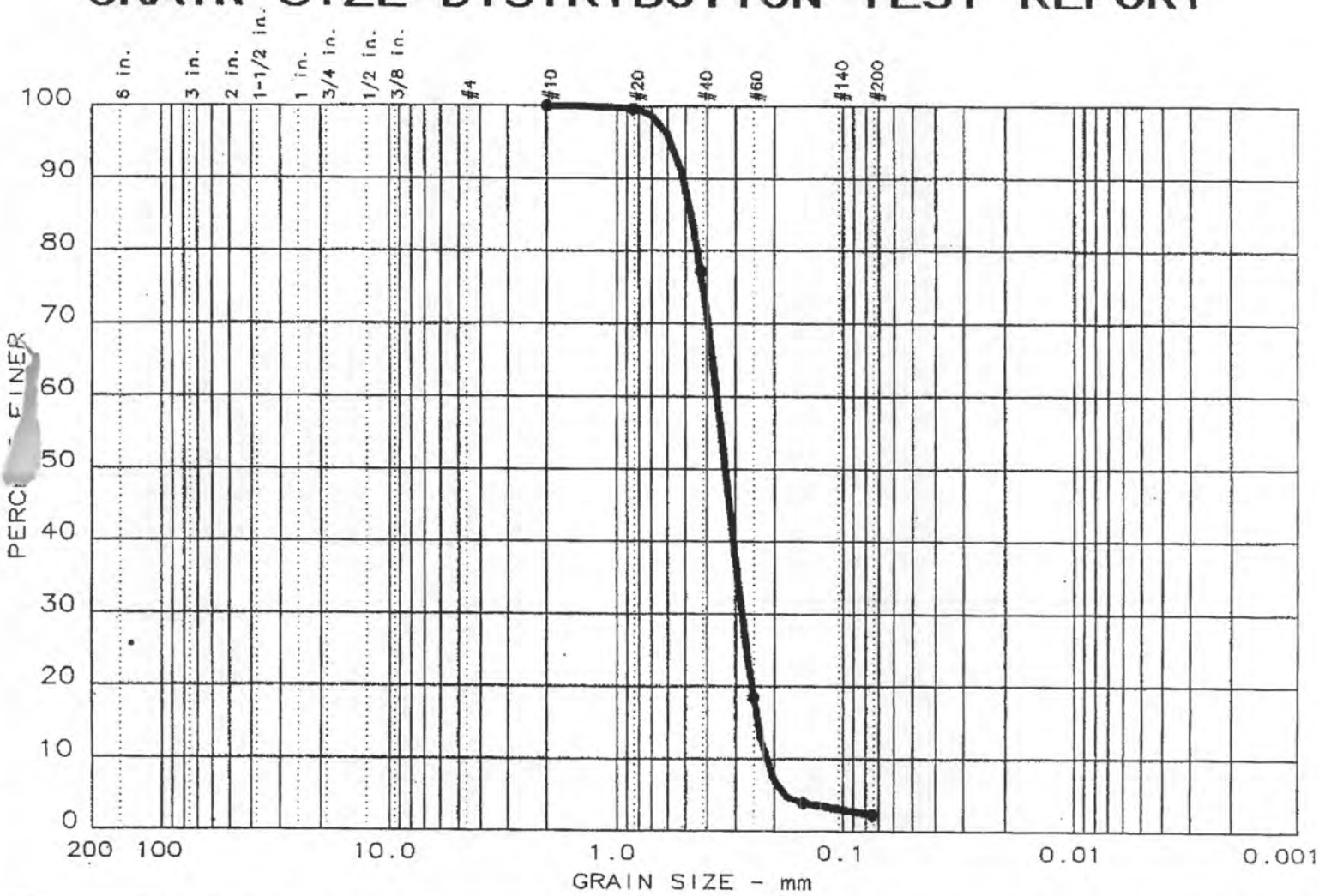
4.5'-6.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	97.8	2.2	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.468	0.362	0.334	0.282	0.238	0.217	1.01	1.7

MATERIAL DESCRIPTION	USCS	AASHTO
RAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-22 S-3

Date: 12-11-1999

Remarks:

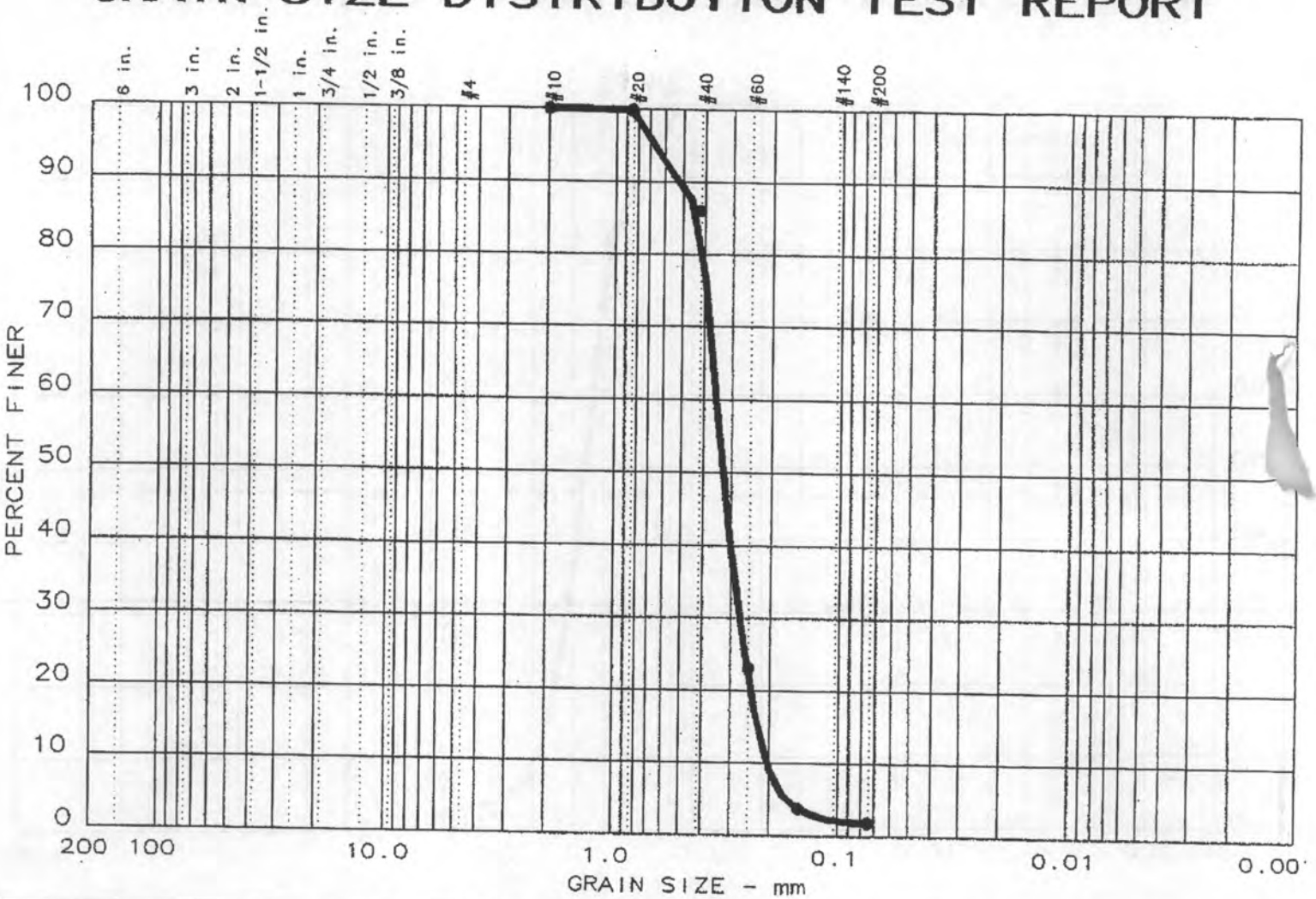
3.0'-4.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	98.2	1.8	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.422	0.354	0.328	0.273	0.224	0.204	1.03	1.7

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-22 S-2

Date: 12-11-1999

Remarks:

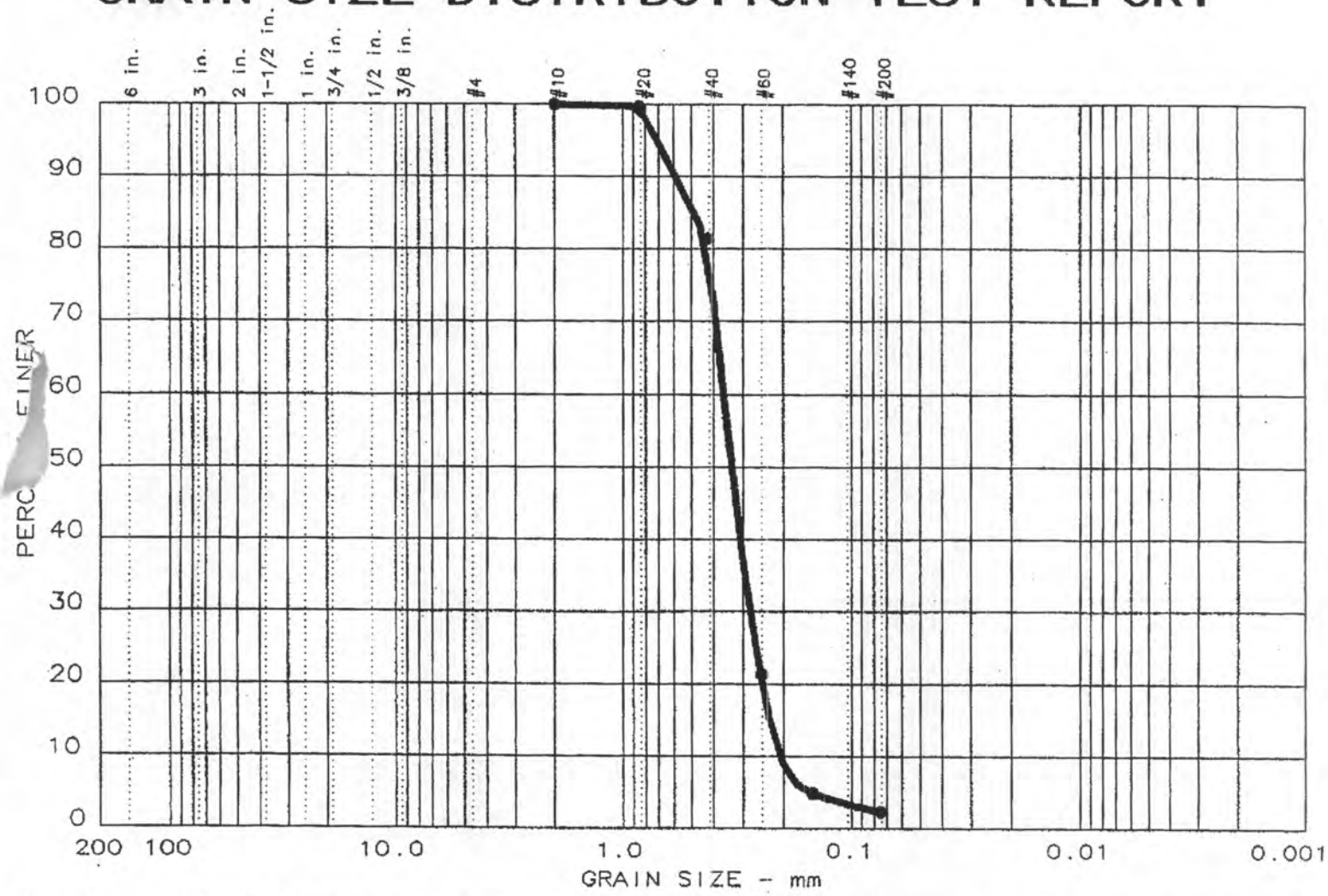
1.5'-3.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	97.7	2.3	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.484	0.363	0.337	0.280	0.229	0.206	1.05	1.8

MATERIAL DESCRIPTION	USCS	AASHTO
RAY SAND	SP	

ect No.: 99-344
t: TET--DAUPHIN ISLAND BERM PROJECT
tion: B-22 S-1

Remarks:
0.0'-1.5'

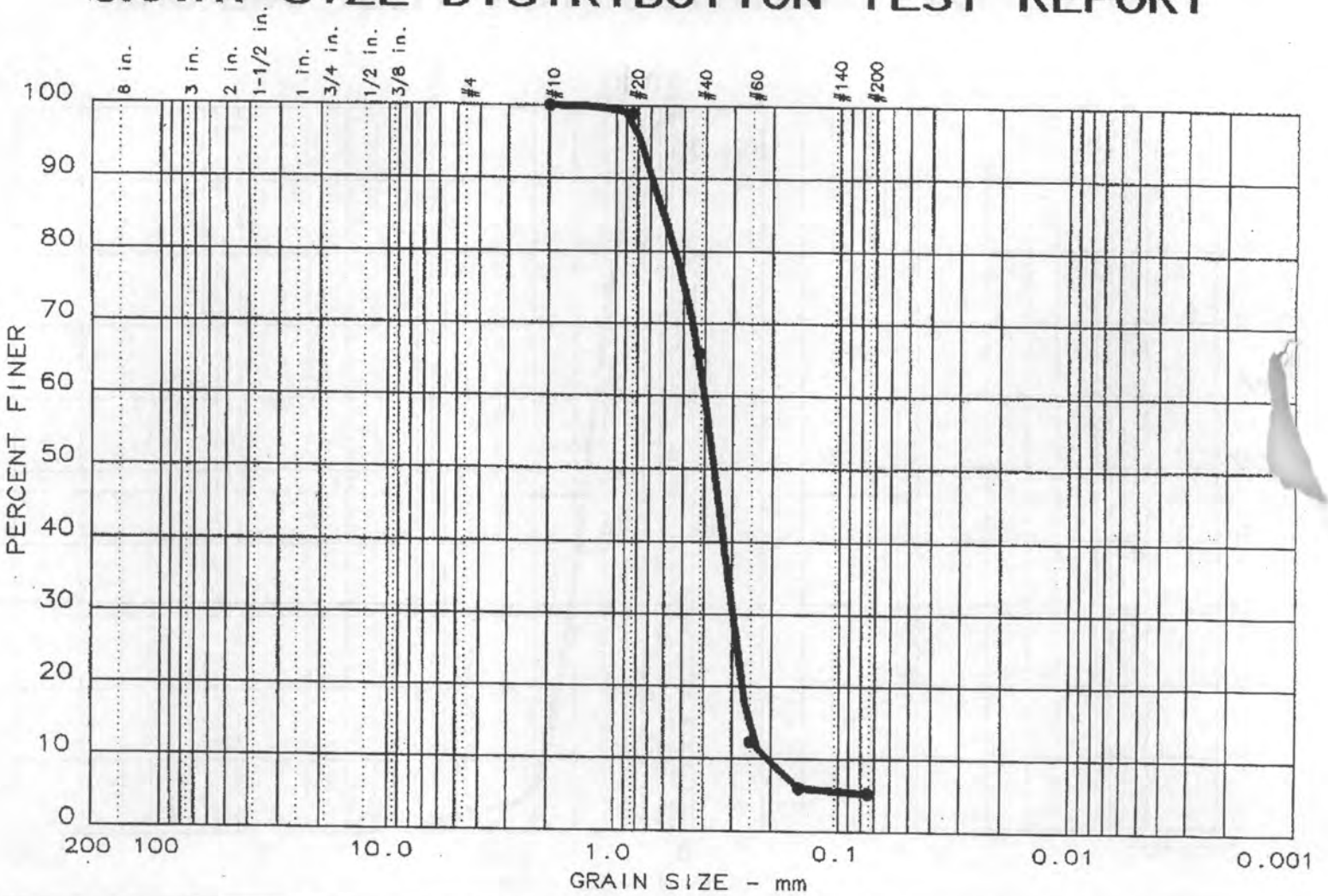
Date: 12-11-1999

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: ——

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	94.7	5.3	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.609	0.401	0.363	0.298	0.256	0.206	1.07	1.9

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND WITH SOME SILT	SP-SM	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-19 S-4

Date: 12-11-1999

Remarks:

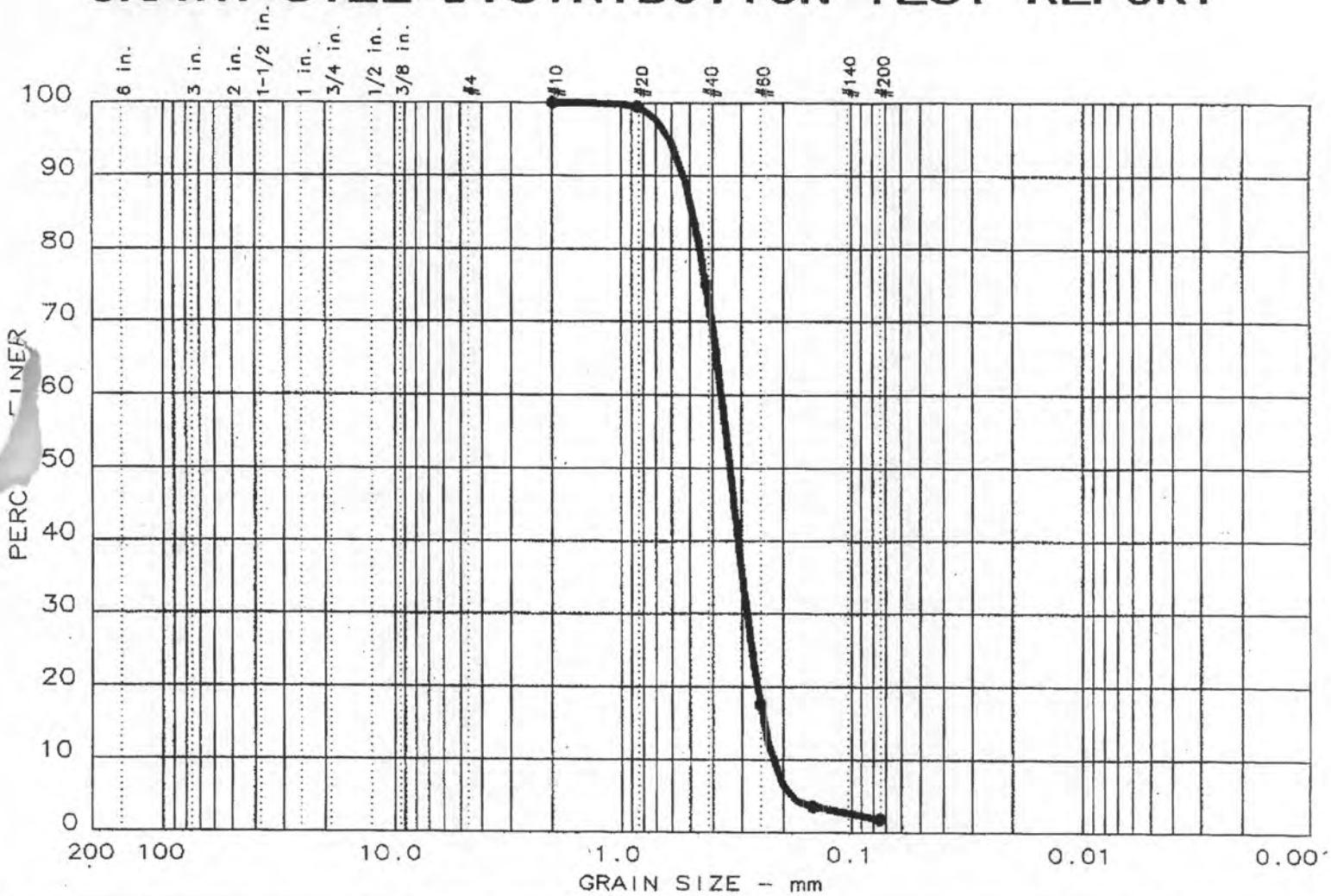
4.5'-6.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	98.2	1.8	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.484	0.369	0.339	0.285	0.241	0.220	1.00	1.7

MATERIAL DESCRIPTION	USCS	AASHTO
RAY SAND	SP	

Project No.: 99-344

Project: TET-DAUPHIN ISLAND BERM PROJECT

Location: B-19 S-1

Date: 12-11-1999

Remarks:

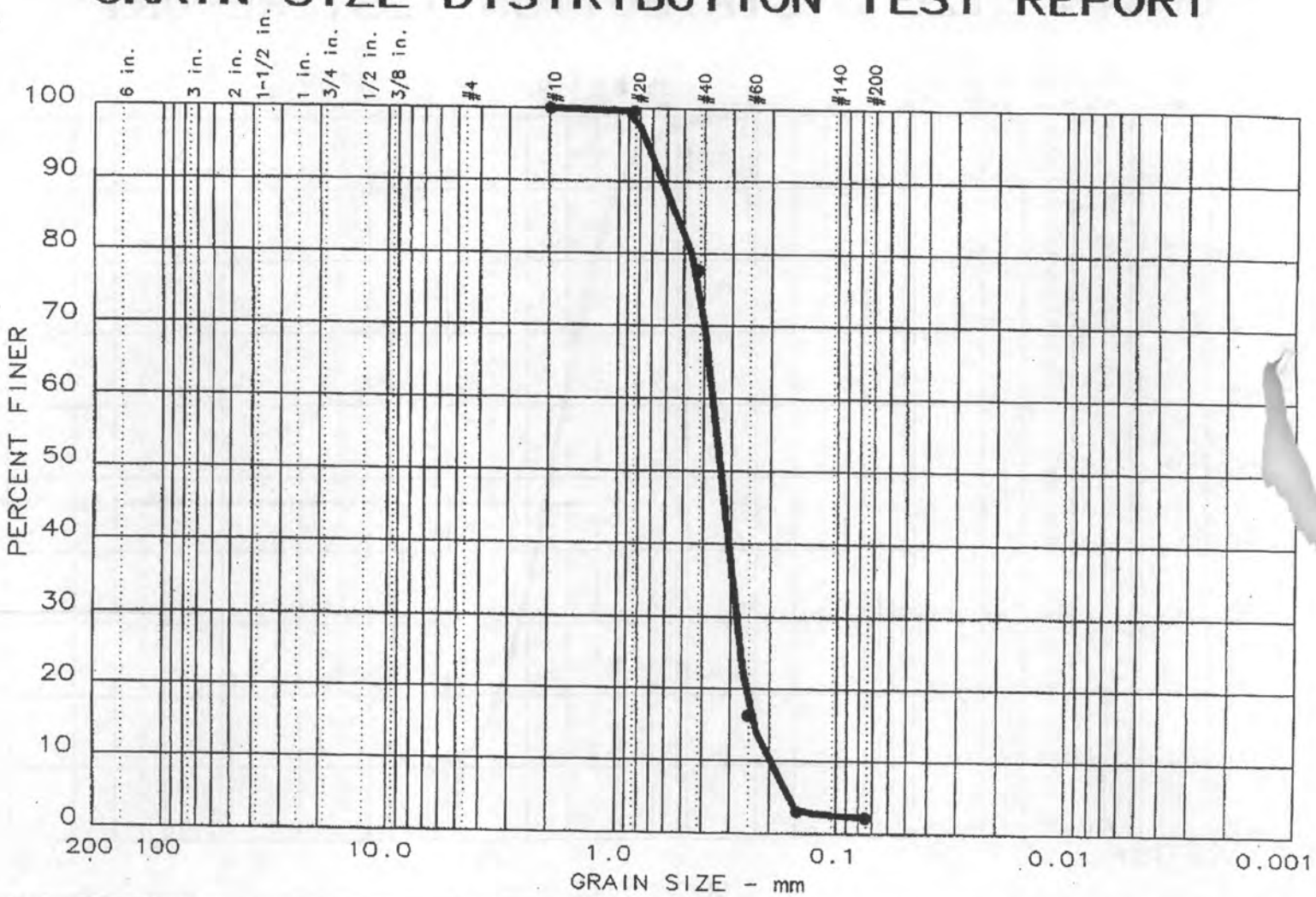
0.0'-1.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	97.8	2.2	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.535	0.364	0.334	0.281	0.237	0.196	1.11	1.9

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-5 S-3

Date: 12-11-1999

Remarks:

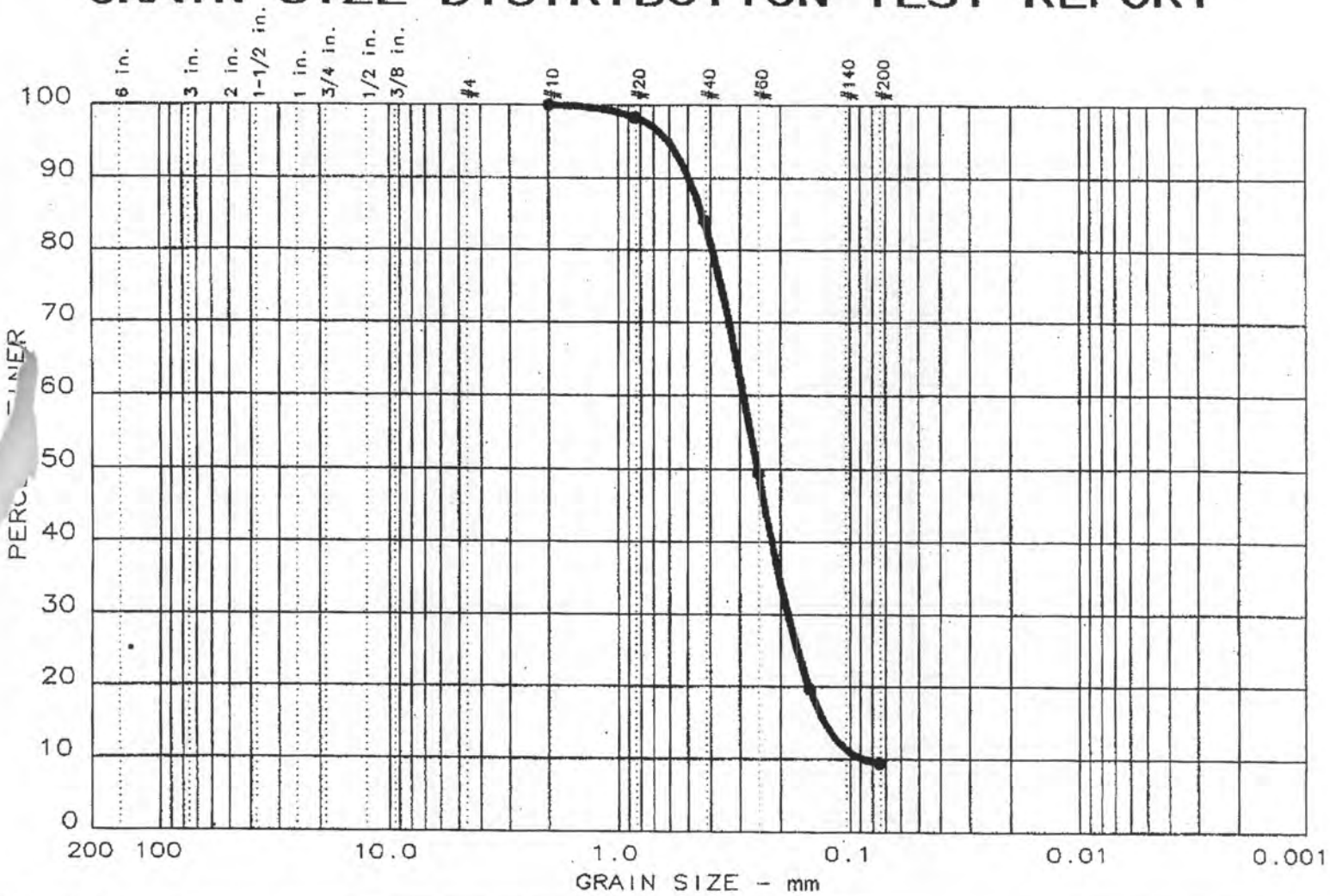
3.0'-4.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	90.5	9.5	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.432	0.289	0.252	0.186	0.128	0.0868	1.37	3.3

MATERIAL DESCRIPTION	USCS	AASHTO
RAY SAND WITH SOME SILT	SP-SM	

ject No.: 99-344
Project: TET--DAUPHIN ISLAND BERM PROJECT
Location: B-37 S-4

Date: 12-11-1999

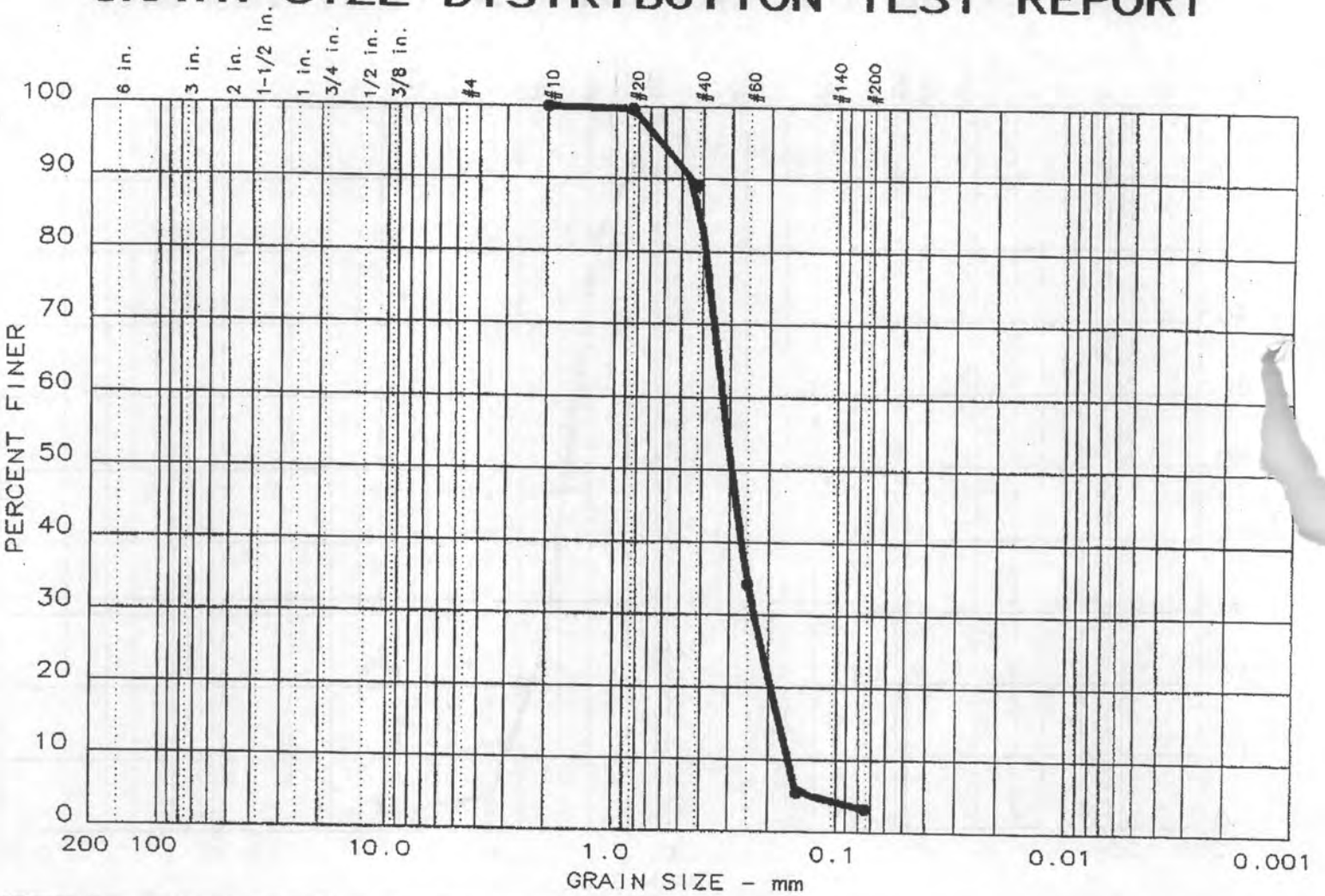
Remarks:
4.5'-6.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	96.8	3.2	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.408	0.324	0.294	0.231	0.177	0.162	1.02	2.0

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-37 S-3

Date: 12-11-1999

Remarks:

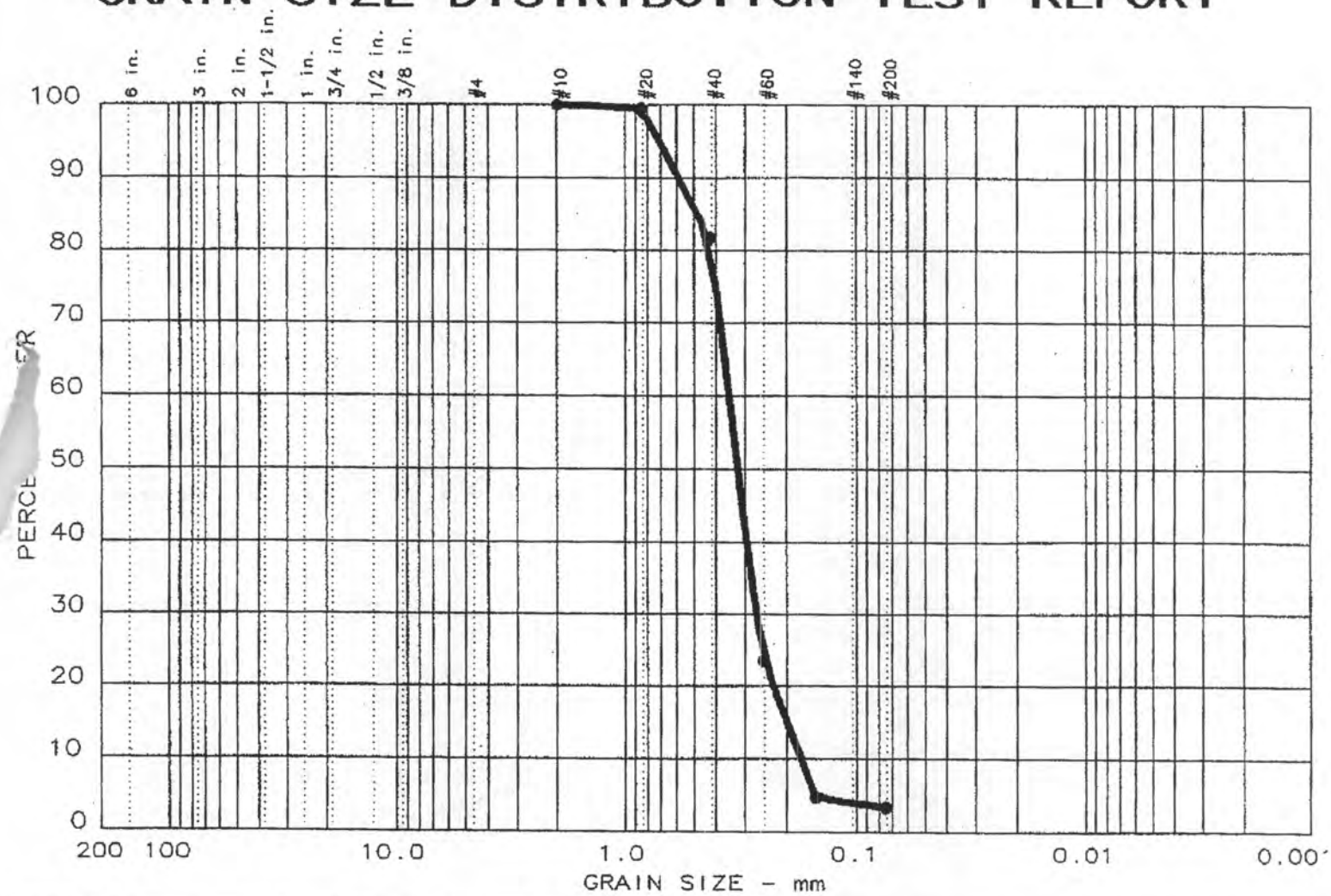
3.0'-4.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	96.7	3.3	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.479	0.352	0.323	0.268	0.198	0.173	1.18	2.0

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND	SP	

Project No.: 99-344
Project: TET--DAUPHIN ISLAND BERM PROJECT
Location: B-37 S-2

Date: 12-11-1999

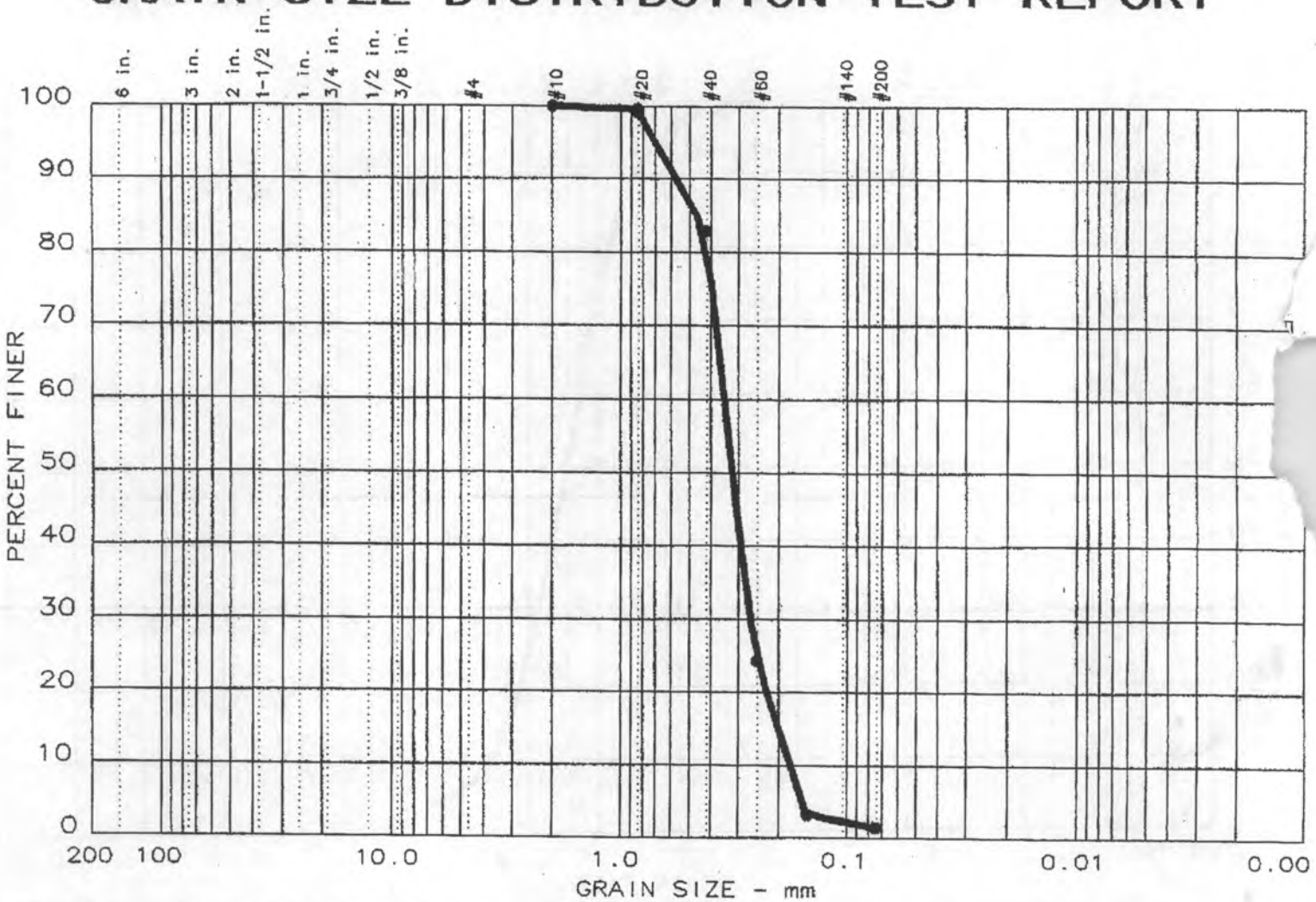
Remarks:
1.5'-3.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



	Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
●	1	0.0	0.0	98.6	1.4	

	LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
●			0.462	0.348	0.320	0.266	0.199	0.177	1.15	2.0

MATERIAL DESCRIPTION	USCS	AASHTO
● GRAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

● Location: B-37 S-1

Date: 12-11-1999

Remarks:

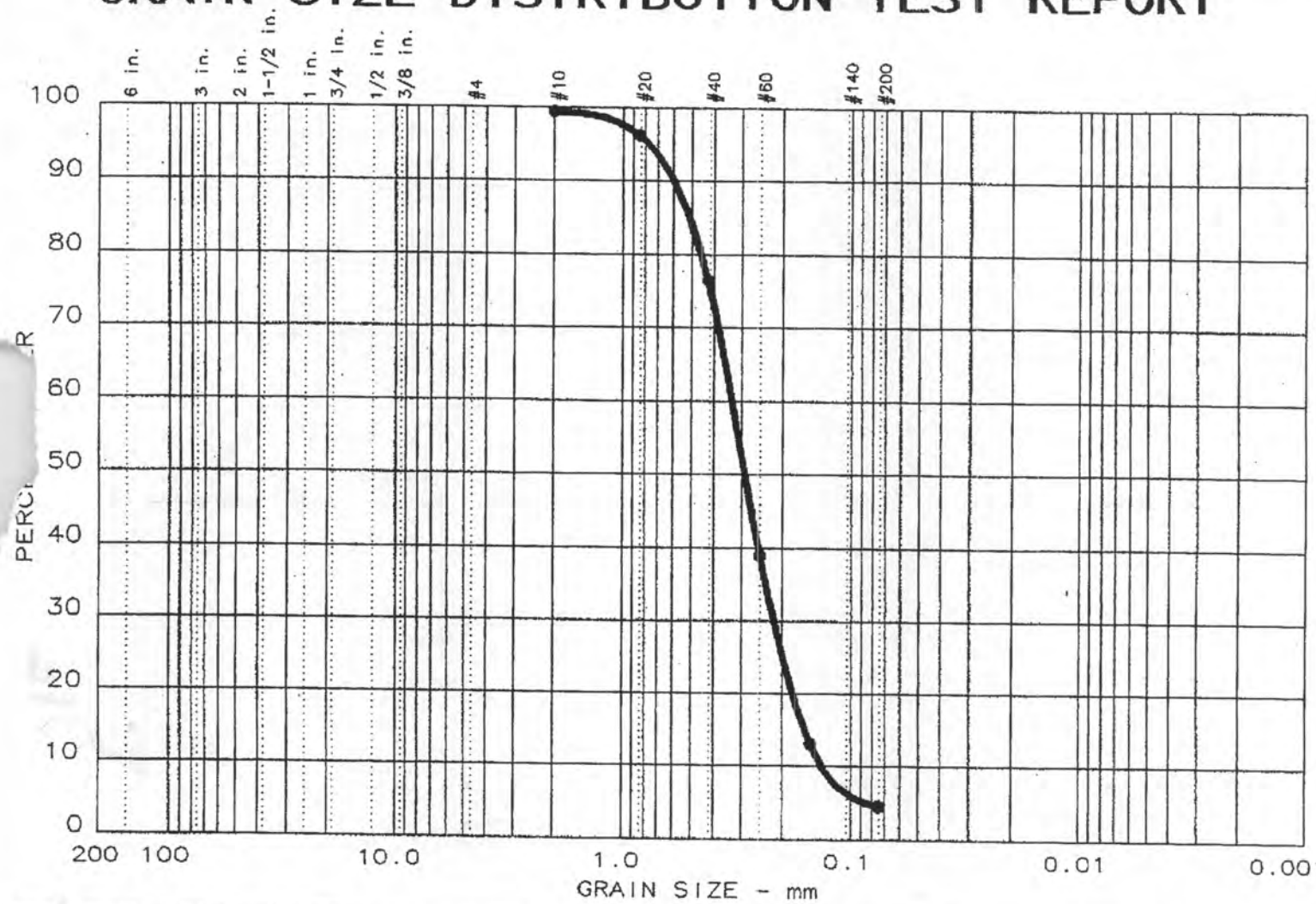
0.0'-1.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



	Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
●	1	0.0	0.0	95.4	4.6	

	LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
●			0.507	0.332	0.291	0.217	0.159	0.134	1.06	2.5

	MATERIAL DESCRIPTION	USCS	AASHTO
●	GRAY SAND	SP	

Project No.: 99-344
Project: TET--DAUPHIN ISLAND BERM PROJECT
Location: B-36 S-4

Date: 12-11-1999

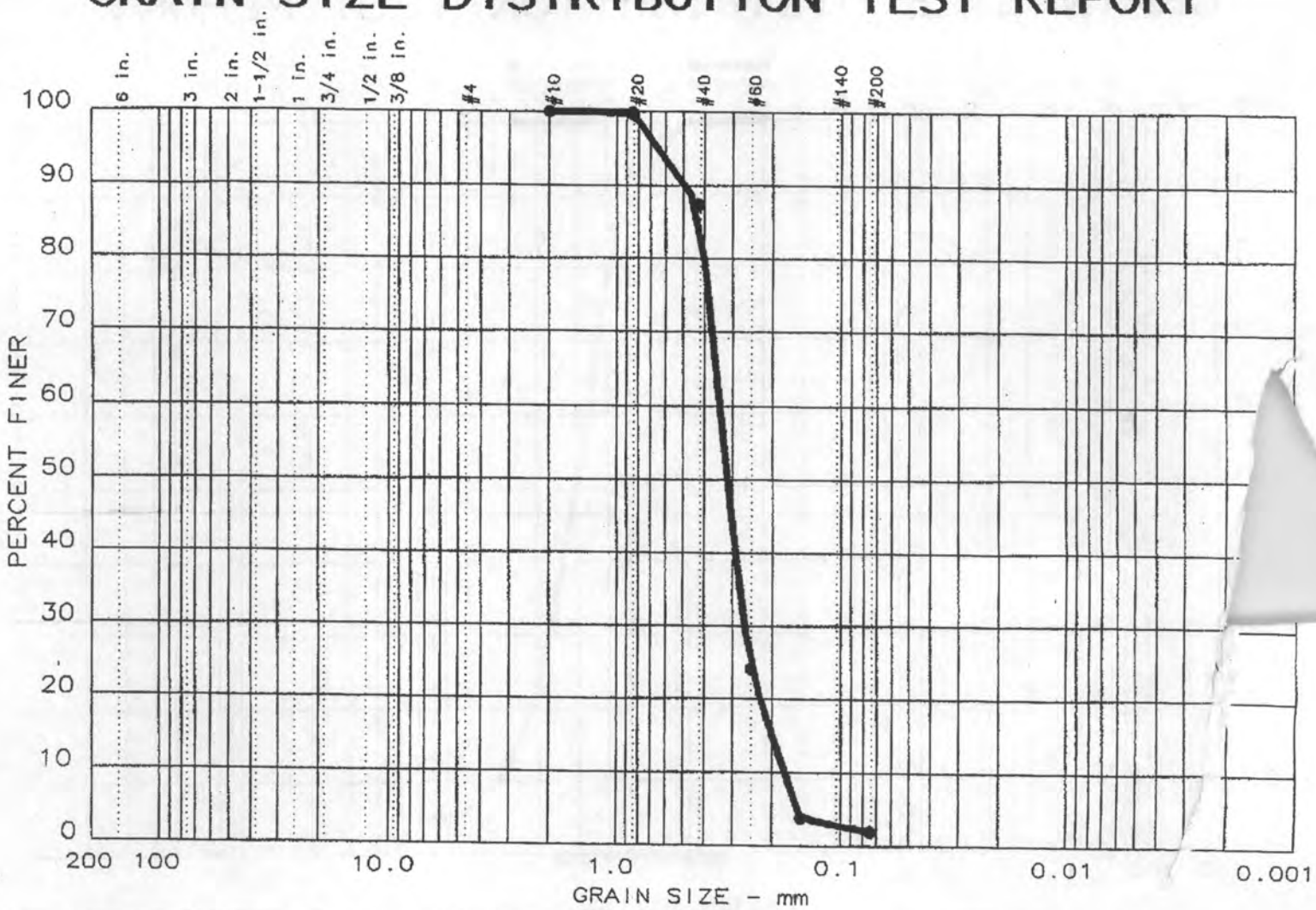
Remarks:
4.5'-6.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



	Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
●	1	0.0	0.0	98.1	1.9	

	LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
●			0.416	0.342	0.316	0.265	0.199	0.175	1.18	2.0

MATERIAL DESCRIPTION	USCS	AASHTO
● GRAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

● Location: B-36 S-1

Date: 12-11-1999

Remarks:

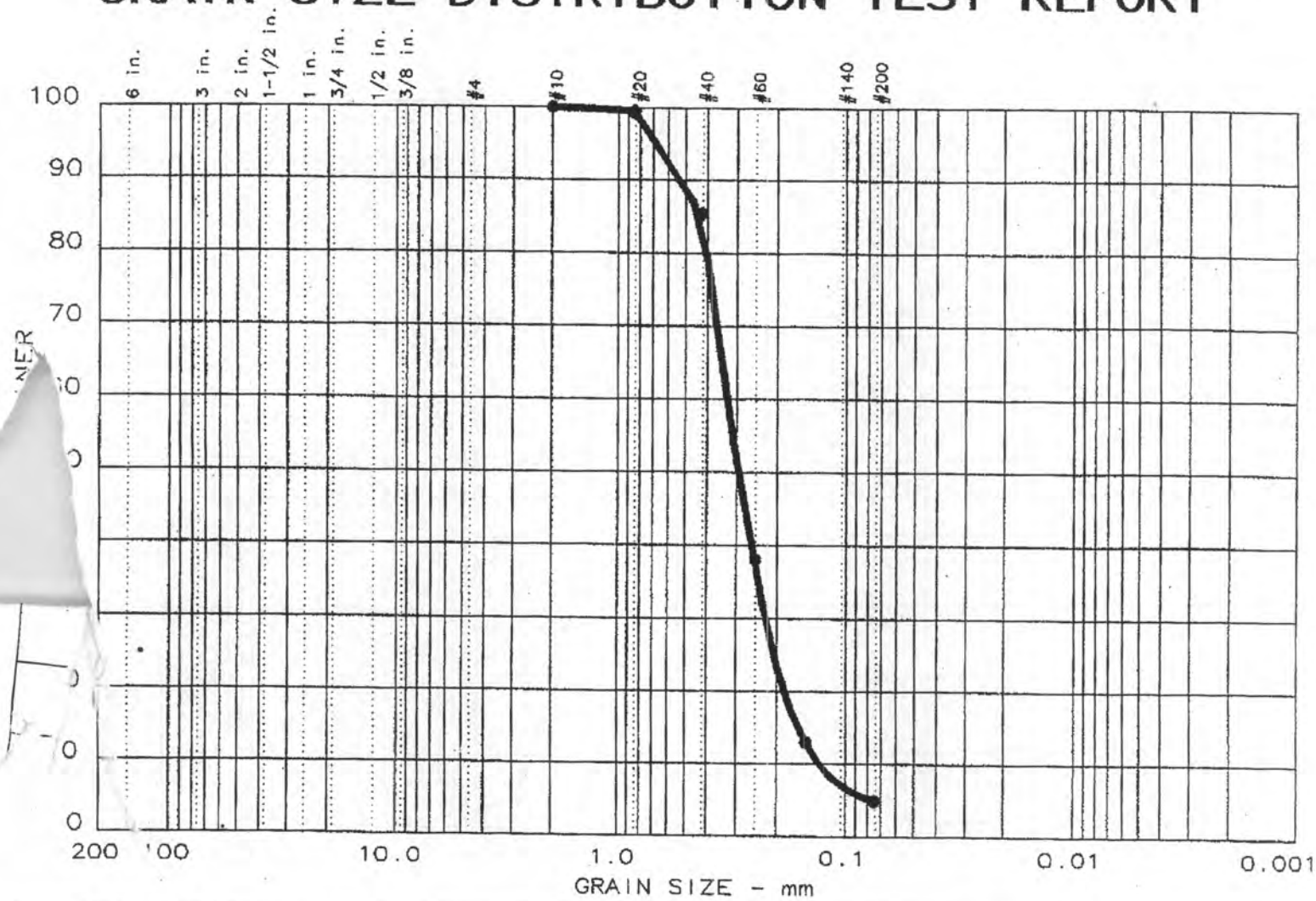
0.0'-1.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	95.1	4.9	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.423	0.329	0.294	0.223	0.161	0.129	1.17	2.5

MATERIAL DESCRIPTION	USCS	AASHTO
RAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-35 S-4

Date: 12-11-1999

Remarks:

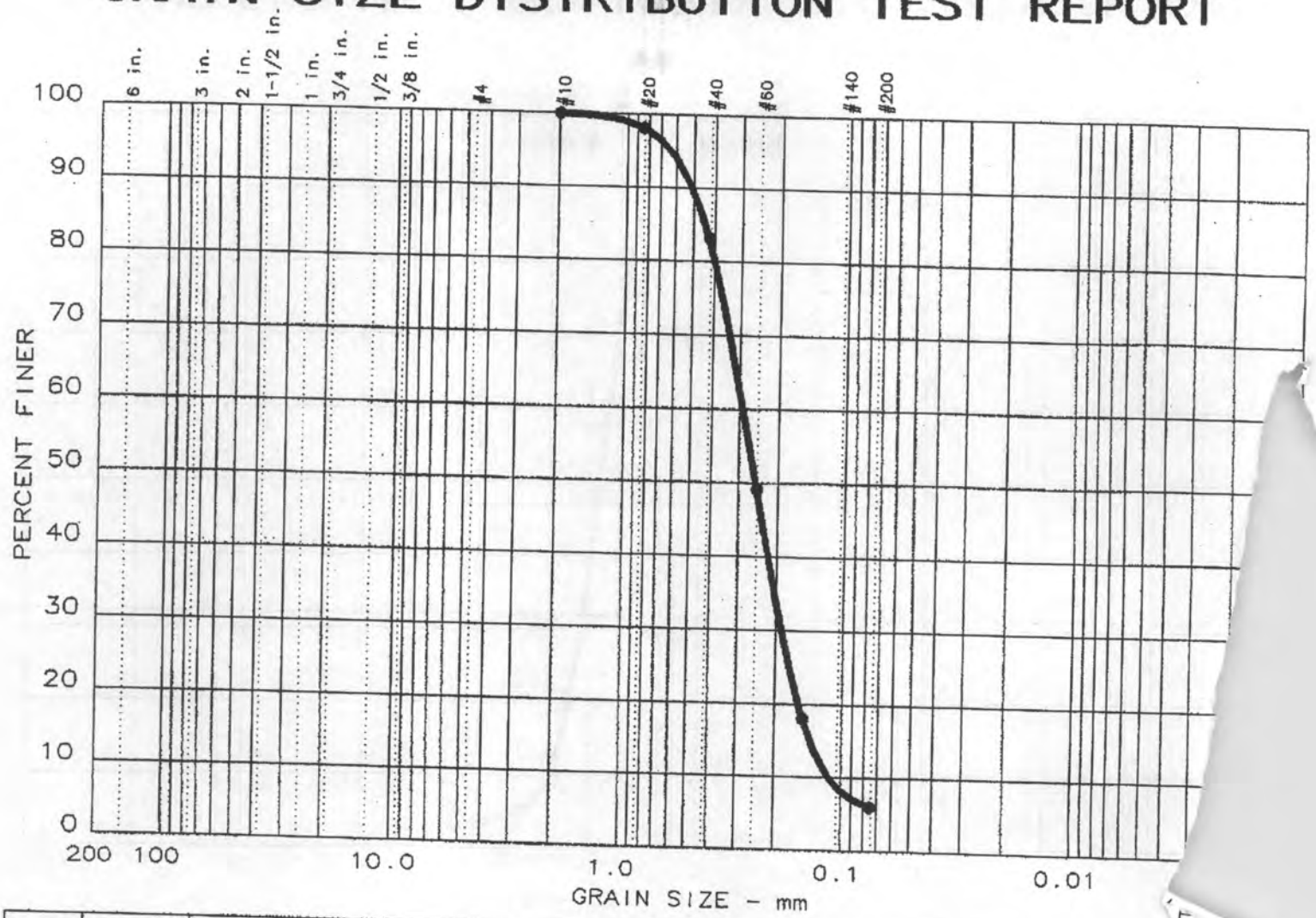
4.5'-6.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	%
1	0.0	0.0	94.0	6.0	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.442	0.291	0.253	0.188	0.138	0.114	1.07	2.6

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND WITH SOME SILT	SP-SM	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-35 S-3

Date: 12-11-1999

Remarks:

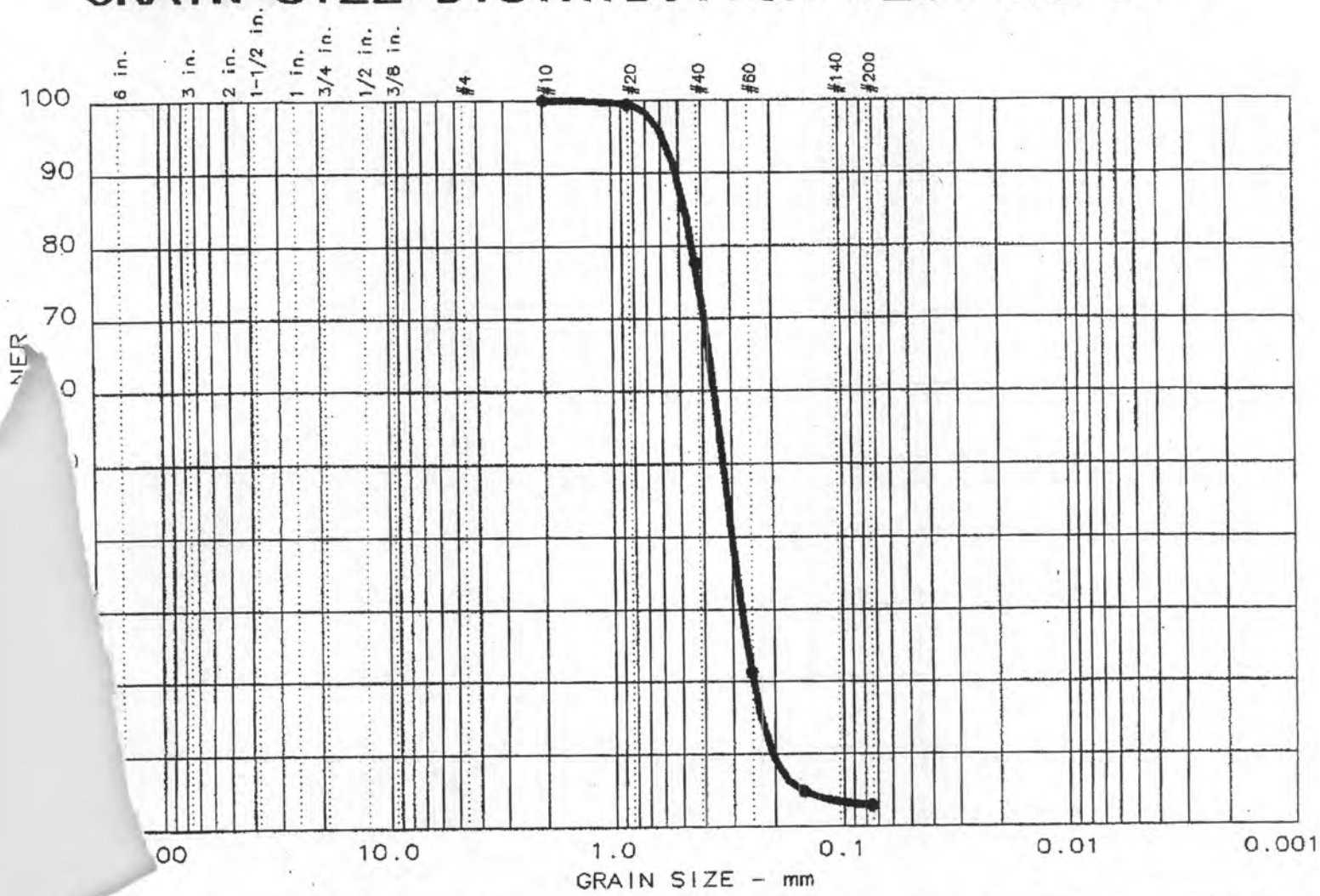
3.0'-4.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	97.2	2.8	

L	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.468	0.359	0.329	0.275	0.228	0.204	1.03	1.8

MATERIAL DESCRIPTION	USCS	AASHTO
RAY SAND	SP	

roject No.: 99-344
Project: TET--DAUPHIN ISLAND BERM PROJECT
Location: B-35 S-2

Date: 12-11-1999

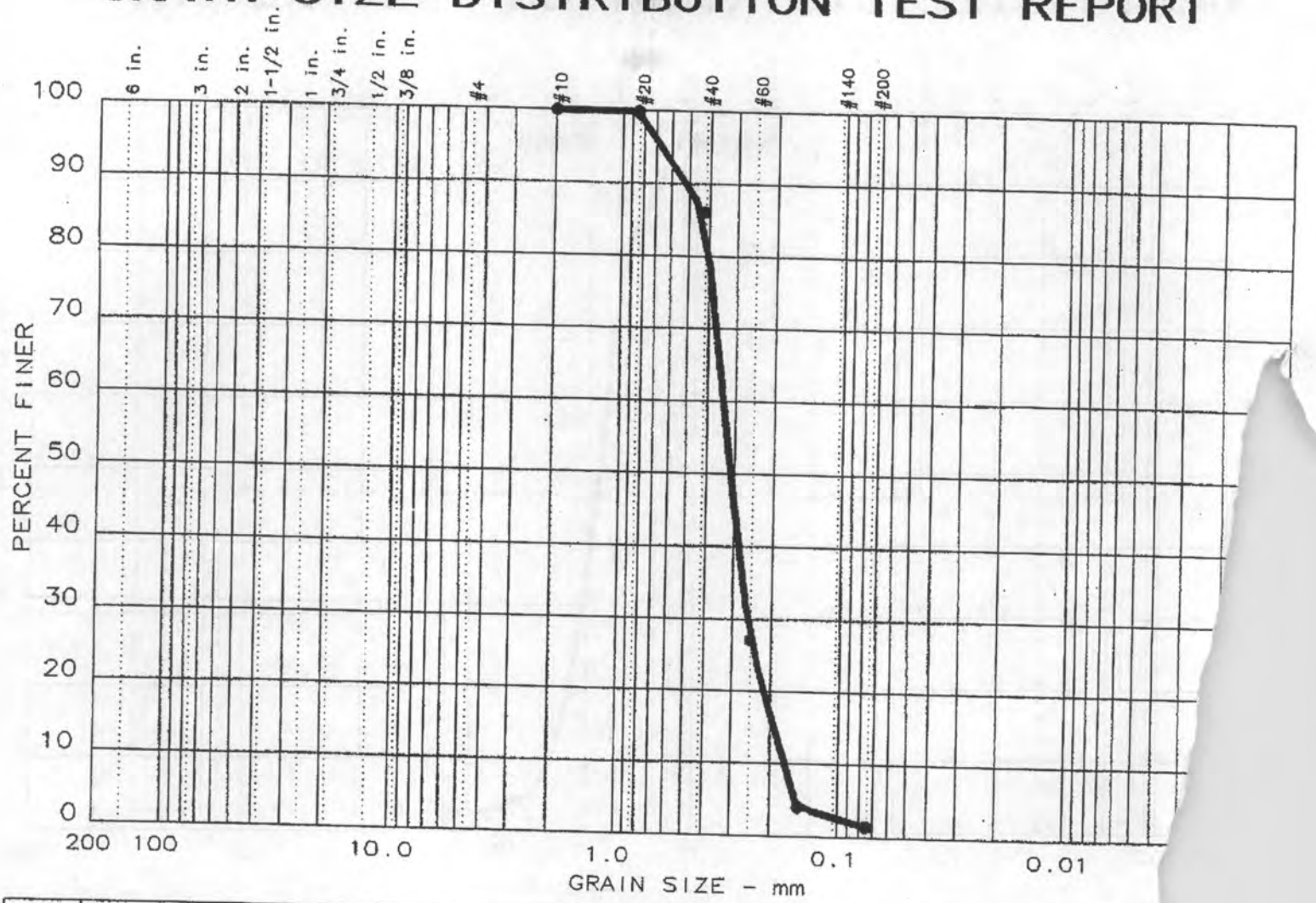
Remarks:
1.5'-3.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: ____

GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	%
1	0.0	0.0	98.6	1.4	

LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
		0.421	0.340	0.312	0.258	0.191	0.171	1.14	2.0

MATERIAL DESCRIPTION	USCS	AASHTO
GRAY SAND	SP	

Project No.: 99-344

Project: TET--DAUPHIN ISLAND BERM PROJECT

Location: B-35 S-1

Date: 12-11-1999

Remarks:

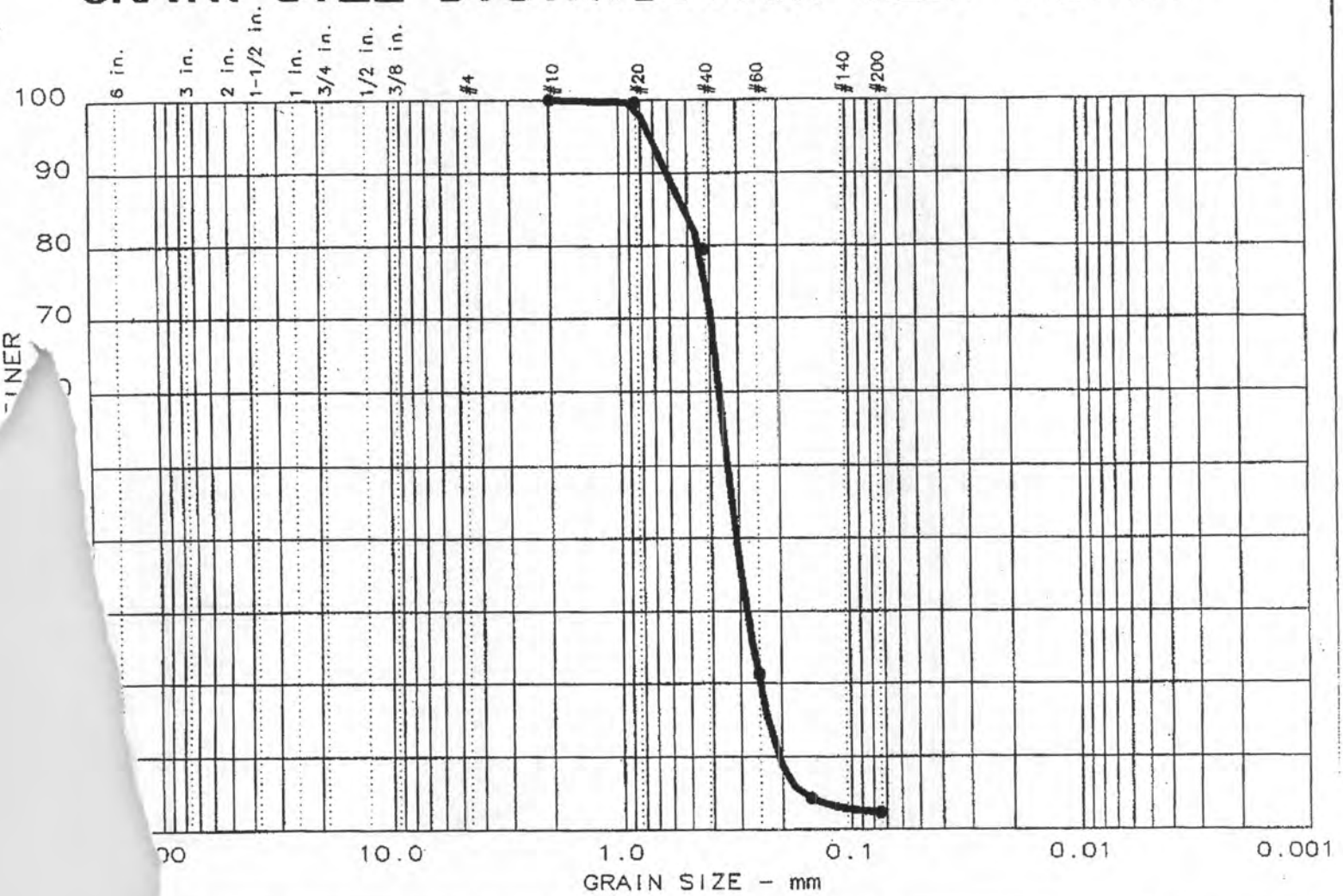
0.0'-1.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



% GRAVEL	% SAND	% SILT	% CLAY
0.0	97.7	2.3	

PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
	0.513	0.367	0.338	0.281	0.229	0.207	1.04	1.8

MATERIAL DESCRIPTION	USCS	AASHTO
	SP	

Project: 99-344
Project: --DAUPHIN ISLAND BERM PROJECT
Location: B-5 S-1

Date: 12-11-1999

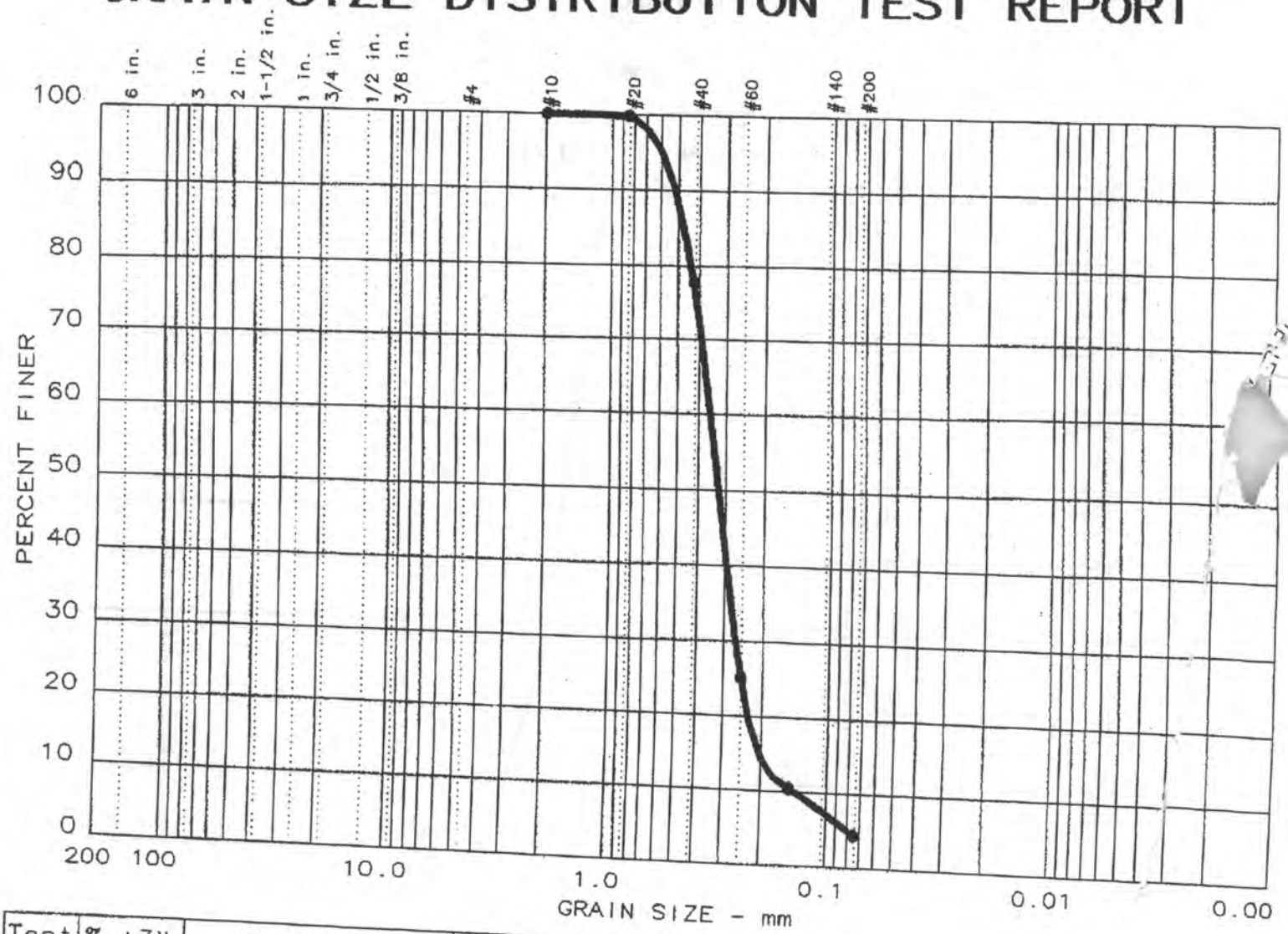
Remarks:
0.0'-1.5'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH SCIENCES, INC.

Fig. No.: _____

GRAIN SIZE DISTRIBUTION TEST REPORT



	Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
●	1	0.0	0.0	95.6	4.4	

	LL	PI	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_c	C_u
●			0.470	0.355	0.324	0.266	0.204	0.139	1.43	2.5

MATERIAL DESCRIPTION	USCS	AASHTO
● GRAY SAND	SP	

Project No.: 99-344
Project: TET--DAUPHIN ISLAND BERM PROJECT
● Location: B-34 S-4

Date: 12-11-1999

Remarks:
4.5'-6.0'

GRAIN SIZE DISTRIBUTION TEST REPORT

SOUTHERN EARTH

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES

REPORTS CONTROL SYMBOL ENGCW-0-13

THRU:	TO:	FROM:	REPORT NO.

CHARACTER OF REPORT ☐ MAINTENANCE ☐ NEW WORK ☐ DAILY ☐ STATUS ☐ COMPLETION ☐ ANNUAL — DATE OR PERIOD

DREDGE

NAME AND TYPE	SIZE →	PIPELINE (in. dia. disch.)	DIPPER OR BUCKET (cu. yds. cap.)

HORSEPOWER OF →	DREDGE PUMP	SUCTION PIPE JET	CUTTER OR BUCKET	PROPULSION

NUMBER OF CREW MEMBERS →	DREDGE	SHORE	OTHER PLANT	TOTAL	WORK SCHEDULE →	SHIFTS PER DAY	DAYS PER WEEK

PROJECT AND BAR

NAME	AUTH DIMENSIONS →	WIDTH	DEPTH	OVERDEPTH

LOCATION (*include station numbers*)

CHARACTER OF MATERIAL

ABSOLUTE DENSITY (G.M.S/liter)	IN PLACE DENSITY (G.M.S/liter)	VOIDS RATIO

GRAIN SIZE D_{10} .MM D_{50} .MM D_{90} .MM — GEOLOGICAL CLASSIFICATION

CONTRACT OR DREDGING ORDER NUMBER — ☐ CONTRACTOR ☐ HIRED LABOR — TOTAL NO. OF DAYS ON WHICH WORK WAS DONE

CHANNEL CONDITION

AVERAGE DEPTH →	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING →	BEFORE DREDGING	AFTER DREDGING

RIVER STAGE

MINIMUM	TIME	MAXIMUM	TIME	GAGE LOCATION

WEATHER CONDITION (*clear, cloudy, rain, snow, and fog*) — VISIBILITY (*miles*) — WIND (*maximum velocity & direction*)

WORK PERFORMED

ITEM	UNIT	QUANTITY
AVERAGE WIDTH OF CUT	FEET	
TOTAL ADVANCE THIS PERIOD	FEET	
TOTAL ADV. PREVIOUS TO THIS PERIOD	FEET	
TOTAL ADVANCE TO DATE	FEET	
FLOATING PIPE: SHORE PIPE:		
TOTAL LENGTH OF DISCHARGE PIPE	FEET	
AVERAGE LIFT	FEET	
AVERAGE PUMP SPEED	R.P.M.	
AVG. DREDGED PER PUMP. HR, GROSS	CU.YDS.	
SCOWS LOADED	NUMBER	
AVERAGE LOAD PER SCOW	CU.YDS.	

CUBIC YARDS REMOVED

AMOUNT DREDGED THIS PERIOD:
(1) GROSS (*computed amount*)
(2) CREDITED (*pay place*)

AMOUNT PREVIOUSLY REPORTED:
(1) GROSS (*computed amount*)
(2) CREDITED (*pay place*)

TOTAL AMOUNT DREDGED TO DATE:
(1) GROSS (*computed amount*)
(2) CREDITED (*pay place*)

ATTENDANT PLANT

ITEM	NAME OR NUMBER	HOURS

NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL	BY DIV & OCE PERSONNEL

CONTRACT USE ONLY HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? ☐ NO ☐ YES (*If "YES", explain under remarks on back*)

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME (*chargeable to cost of work*)		HOURS	MIN.
PUMPING OR DREDGING			
PCT. OF EFFECTIVE RENTAL TIME	%		
BOOSTER (*in line*)	Hrs. Min.		
NON-EFFECTIVE WORKING TIME (*chargeable to cost of work*)			
HANDLING PIPE LINES			
HANDLING ANCHOR LINES			
CLEARING PUMP AND PIPE LINE			
CLEARING CUTTER OR SUCTION HEAD			
WAITING FOR SCOWS			
TO AND FROM WHARF OR ANCHORAGE			
CHANGING LOCATION OF PLANT ON JOB			
LOSS DUE TO OPPOSING NATURAL ELEMENTS			
LOSS DUE TO PASSING VESSELS			
SHORE LINE AND SHORE WORK			
WAITING FOR BOOSTER			
MINOR OPER. REPAIRS (*explain in remarks*)			
WAITING FOR ATTENDANT PLANT			
PREPARATION AND MAKING UP TOW			
TRANSFERRING PLANT BETWEEN WORKS			
LAY TIME OFF SHIFT AND SATURDAYS			
SUNDAYS AND HOLIDAYS			
FIRE DRILL			
MISCELLANEOUS (*explain in remarks*)			
TOTAL NON-EFFECTIVE WORKING TIME			
PCT. OF NON-EFFECTIVE RENTAL TIME	%		
TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (*chargeable to cost of work*)			
PCT. OF TOTAL TIME IN PERIOD	%		
LOST TIME (*not chargeable to cost of work*)			
MAJOR REPAIRS AND ALTERATIONS			
CESSATION			
COLLISIONS			
MISCELLANEOUS (*explain in remarks*)			
TOTAL LOST TIME			
PERCENTAGE OF TOTAL TIME	%		
TOTAL TIME IN PERIOD			

(*Signature and Remarks required on reverse side.*)

REPLACES ENG FORM 28 (*Costs*), 1 MAR 53, AND ENG FORM 29 (*Costs*).

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shall be submitted in hard copy form and on computer disk(s) (3-1/2" floppy, zip and/or CD ROM) in the format previously specified and in unedited form. All hard copy submittals shall consist of edited data with all supporting field notes.

3.6 FINAL EXAMINATION AND ACCEPTANCE

(a) As soon as practicable after completion of any twenty-five (25) foot section of the emergency berm structure, if in the opinion of the Contracting Officer's Representative the work in this section will not be subject to damage by further operations under the contract, such work shall be thoroughly examined by the Contractor, by controlled survey, at the expense of the Contractor, for determination of ACCEPTABILITY of PERFORMANCE by the Contractor. Should any deficiency (i.e. lack of acceptable contract performance) such as less than required berm section, width, elevations, or slopes be disclosed by this examination, the Contractor will be required to continue work at the deficient segment until the unacceptable condition is corrected. When the original or unacceptable area(s) is found to be in a satisfactory condition, it will be accepted finally.

(b) Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

END OF SECTION

before dredge sections. (Any adjustment made in after-dredging sections shall also result in a similar adjustment to the before-dredging sections in the areas not dredged.)

3.4.6 The Contractor shall prepare and submit for approval to the Contracting Officer's Representative a written survey plan, presenting the contract survey effort from start to completion. The plan shall cover, as a minimum; Contractor conducted layout work (including baseline control), before-and after-dredging surveys and before-and after-berm construction surveys. This plan shall coincide with the ORDER OF WORK plan required herein. The Contractor's plan shall show a percentage breakdown of each type of survey phase (baseline control, before-dredging, etc.) of the total survey effort for the job.

3.5 SOUNDINGS

3.5.1 Soundings for the original and final dredge surveys shall be made by electronic sounding devices. All dredge surveys shall be made with dual frequency equipment such as the Innerspace Model 440/441 fathometer depth recorder or an equivalent. Automated hydrographic survey data acquired by the Contractor shall be furnished to the Government on computer diskettes in the form of CADD drawing files in AutoCAD Release 12 format. Soundings for the after-dredging surveys should be obtained at the same locations as the before-dredging surveys. All costs associated with the required soundings and data compilation shall be included in the contract unit price for dredging.

3.5.2 Acquired and Processed Data. The survey system shall use a computer with software capable of collecting all required data points and plotting of those data points. The system shall be capable of acquiring all unedited raw data (horizontal and vertical) and converting it to an IBM, ASCII compatible format prior to submittal to the Government. The ASCII format shall be compatible with the MSDOS or Windows operating system. Sounding files shall contain single line records. Each record shall contain the easting, northing, depth, date and time for one sounding. Each item in the record shall be separated by a space character (ASCII 32 (10)) and the record shall be terminated by a line feed with carriage return. Sounding files shall be no greater than 2.0 MB in size and shall contain the data for no more than 99 section lines. All records shall conform to the format shown below:

East	North	Depth	Date	Time
123456.78	876543.21	-42.3	10/15/91	14:22:13.3

The survey system shall provide a means of plotting all data points for submittal in hard copy form according to the requirements listed herein. All plots submitted shall be provided on full size 22" x 34" (ANSI 'D' size) plot paper (half size, 11" x 17" if approved by the Contracting Officer's Representative) and shall contain the following as a minimum: all navigational aids; north arrow; station data (corrected to MLLW); date of survey; grid ticks; surveyor's name; vessel name; and any other pertinent information. The scale of plan view plots shall be 1" = 200' and cross-sectional plots as specified by the Contracting Officer's Representative. Plan view plots shall delineate actual vessel track along the specific route taken and print depths acquired along the route on a scale clearly legible; cross-sections, delineating the borrow area dimensions in a template format

3.4.3 Electronic positioning. While dredging the Emergency Berm borrow material the Contractor shall control the horizontal positioning of the dredge using a state-of-the-art electronic horizontal positioning system. The Contractor shall also use an electronic horizontal positioning system to control the dredge plant position. These electronic horizontal positioning systems shall be a range/range, range/azimuth, GPS, DGPS, etc., with manufacturers guarantee of no greater than 3 meter positional error at any time after calibration. The dredge's electronic horizontal positioning equipment shall be installed on the dredge and operated at all times.

3.4.4 The contractor shall establish and maintain quality control for operations to assure compliance with contractual requirements and maintain records of his quality control for qualification of survey personnel, and the accuracy and completeness of required survey work, including but not limited to the following:

(a) Survey work shall be performed by survey personnel in accordance with the "Manual of Survey Instructions", copies of which are available for review at the Mobile District Office. All responsibilities for accuracy, completeness and verification of survey work so performed shall remain with the Contractor.

(b) Daily reports shall be made by the Contractor for days equiring surveying activity. Such reports shall be prepared using SAM rm 696, attached hereto. All reports shall be prepared daily and gned by the Contractor's authorized representative and submitted to e Government's representative on the next duty day following the urveying activity. The reports shall include, but not be limited to, nformation on: equipment used; location, description, and type work erformed; inspections of work; verbal instructions received and ctions taken; safety; and causes for delays.

(c) The Contractor shall be responsible for protection of all getation and/or property within surveying areas. Should any portion the survey work require tree trimming or use, in any way, of private perty or facilities, specific written consent shall be obtained by the Contractor from the affected owner prior to the survey action.

(d) All survey work is subject to periodic inspection and/or verification by the Government during or after such work. Should any portion of the surveys be found to be in error it shall be the responsibility of the Contractor, at no cost to the Government, to correct such errors. Presence of the Government representative on the work site does not release the Contractor from his responsibility to provide quality control of the required survey work and does not release the Contractor from the responsibility for taking necessary corrective action should errors be found.

3.4.5 Because electronic positioning equipment is required for dredge control and surveys, a corrective adjustment, if applicable, will be made in the computation process to compensate for the permitted repeatability tolerance of the electronic positioning equipment between before and after dredging surveys. The amount of this adjustment shall be limited to a shift of +3 meters (on azimuth from the baseline normal to centerline of cut) of the after dredge survey with respect to the

Procedures should be used that will accommodate vehicle traffic and minimize damage to the recently resurfaced road.

3.2.6 Existing sand fencing.

Temporary sand fencing has been constructed by many of the property owners along portions of the alignment where the emergency berm is to be constructed. Any fencing that would interfere with, or be damaged by the construction of the emergency berm will be removed by the property owners or the Town of Dauphin Island prior to construction of the berm. The Contractor will not be required to rebuild the fencing after the emergency berm is constructed.

3.3 REPORTING REQUIREMENTS

The Contractor shall prepare and submit a Daily Report of Operations (ENG Form No. 4267) and a Contractor's Quality Control (CQC) Report (SAM Form 696) each day. The Contractor may develop and use his own report format or formats provided the basic information contained on Government standard forms ENG Form No. 4267 and SAM Form 696 is furnished thereon. These Contractor reports shall be prepared for all work activities (as appropriate) and shall be submitted on a daily basis. Reduced samples of ENG Form No. 4267 and SAM Form 696 are bound herein for information. The Contractor shall also submit a Monthly Report of Operations to the Contracting Officer's Representative on or before the 7th of each month, consolidating the previous month's work. Upon completion of the job, the Contractor shall submit a consolidated job report, combining the monthly reports. Further instructions on the preparation of these reports will be furnished at the Preconstruction Conference.

3.3.1 Construction Quality Control Certification.

The Construction Quality Control Manager and designated alternates shall have successfully completed the training course entitled "Construction Quality Management for Contractors" prior to start of work under this contract. This course is offered periodically throughout the year at various COE Districts. Upon successful completion of this course, a training certificate will be issued which is effective for 5 years. All cost associated with completion of this course shall be borne by the Contractor.

3.4 QUALITY CONTROL

3.4.1 General. The Government will furnish survey and dredging layout data for the dredge borrow area and the emergency berm construction area. The data will be discussed in detail at the Pre-Construction Conference.

3.4.2 Contractor Acceptance Surveys. The Contractor shall conduct all final acceptance surveys of the emergency berm with a Government Inspector present. The Contractor shall submit all field notes and berm cross-section plots and furnish a breakdown of quantities. See paragraph 3.6 for additional requirements concerning surveys of the berm to be made by the Contractor.

All dredged material shall be used for the construction of the emergency berm, in accordance with the requirements and limitations specified herein. All costs associated with the requirements of the berm construction shall be included in the Bid Schedule.

3.2.2 Emergency Berm Construction Plan.

A Construction Plan, based on the requirements and limitations specified herein, shall be submitted by the Contractor (as part of the requirements in Paragraph 1.3, ORDER OF WORK) to the Contracting Officer's Representative for approval prior to placement of any dredged material under this contract. The plan shall describe all assumptions, statements of fact, and computations, and shall include a narrative to fully explain the procedures the Contractor will follow during the contract.

3.2.3 Construction. Construction of the emergency berm shall conform to the details shown on the contract drawings. The dimensions of the berm cross section shown on the drawings are the minimum required. Estimated fill quantities to achieve the minimum berm cross section, based on June/July 1999 surveys, are shown in Appendix B. The construction area is located in a dynamic beach area, subject to erosion and accretion. The Contractor should make his own investigation of the construction site to calculate the required amount of fill material required to construct the berm. To achieve the required minimum berm cross section it may be necessary to exceed the minimum dimensions initially. Grading to achieve the slopes shown on the contract drawings will not be necessary if the minimum cross section is achieved. The contractor may, at his option, overbuild the berm section in lieu of grading. However, the cost for placement of material outside the minimum section shown on the drawings shall be borne by the Contractor, and the maximum amount of material removed from the borrow site shall not exceed 500,000 cubic yards. The berm shall be constructed in such a manner as not to undermine or damage existing structures or shorelines. During the deposition process, the discharge end of the dredge pipeline shall be no closer than 25 feet to any structure.

3.2.4 Training dikes.

Training dikes shall be used to prevent scouring under dwellings, other structures, or the shoreline. After the deposition process has started, the Contractor shall use appropriate equipment to construct temporary training dikes extending forward from the freshly deposited dredged material.

3.2.5 Discharge dredge pipeline routing.

Several property easements for discharge dredge pipeline placement from the north shoreline to the south shoreline of Dauphin Island are shown on the contract drawings. Detailed descriptions and locations of the easements will be furnished the Contractor by the town of Dauphin Island at the pre-bid conference. The Contractor must coordinate with the Town of Dauphin Island to determine the method to be used at locations where the pipeline will cross Bienville Boulevard.

3.1.4 Excessive Dredging.

Material shall not be removed from beyond the dredging limits of the borrow area as specified or shown on the contract drawings. Such material will be considered excessive dredging. Dredging of access channels into the borrow area will be allowed at only two locations, as shown on the contract drawings. The maximum quantity to be dredged during this contract shall not exceed 500,000 cubic yards. Any excess would be in violation of the Clean Water Act and the Contractor could be subject to legal penalty.

3.1.5 Dredge Plant Instrumentation

All dredge plant equipment used under this contract shall be instrumented to monitor excavation location and to completely describe the excavation sequence. The data produced by this instrumentation shall be collected by automated (computer-digitized) means and stored on 3.5-inch computer diskettes in an "IBM P.C. compatible ASCII format". The proposed data format shall be submitted at the pre-construction conference for approval prior to the start of work. The submittal shall include written documentation explaining the data format used. All data shall be indexed to date and time of day. A single Diskette may contain data for a maximum period of one week. Diskettes shall be submitted to the Government when full or at the end of each week's collection, whichever occurs first.

3.1.5.1 Dredge Monitoring. The following elements shall be monitored, as a minimum:

(a) Dredge Identification (I.D.) designation.

(b) Dredge location, by borrow area station number and Mississippi State Plane Coordinates, as shown on the contract drawings, and by cut(s),eg, east, west, center, 1, 2, 3, etc., and whether first cut or redredge.

(c) Dredge cutterhead location at all times, both horizontal and vertical.

(d) Hourly production rate.

3.1.5.2 Failure of Dredge Plant Instrumentation. The dredge plant instrumentation is a part of the dredge plant and shall be functional at all times. If failure of any part occurs, the production shall be stopped and the failed part shall be repaired immediately, restoring full operability. If repair is not made within 24 hours of failure, the affected plant shall be considered non-responsive to the contract requirement and the Contractor shall either replace the plant or add a redundant monitoring data collector feature to render the plant fully operational, including collection of the monitored data, all with no increase in cost or time to the contract.

3.2 PLACEMENT OF DREDGED MATERIAL

3.2.1 General Requirements.

segments as described in the Bidding Schedule. For the purpose of acceptance, the work (emergency berm) is divided into sections (See Section entitled FINAL EXAMINATION AND ACCEPTANCE).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 DREDGING.

3.1.1 General.

Dredging under this contract shall include removal, transportation, and satisfactory placement of dredged materials described herein. No dredging shall be performed outside the borrow area limits as shown on the contract drawings. All dredged material shall be placed in the constructed emergency berm. The Contracting Officer's Representative may direct the dredge to move the dredge plant to another location within the designated borrow area if dredge materials are encountered which are unsuitable for construction of the emergency berm.

3.1.2 Borrow Area Dredging.

Borrow area dredging under this contract shall be limited to a depth of six (6) feet below the natural bottom elevations over the borrow area as shown on the drawings. The limits of the borrow area shown on the drawings represent the top of the excavation cut. No dredging shall be allowed closer than 500 feet from Mean High Water (MHW) line along the northern shore of Dauphin Island. The +1.64 MLLW contour shall be used to represent the Mean High Water line for the purposes of this contract. If the dredging results in holes or trenches within the borrow area, the bottom of the dredged area must be returned to a smooth contour following the work. There should be no vertical or near vertical slopes within the borrow area following the work.

3.1.3 Debris and Obstruction Removal

All debris such as stumps, roots, logs, and other objects, except archeological or historical resources unearthed during the dredging operation shall be removed and disposed of by the contractor, in an approved landfill. "Archeological and Historical Resources" will be addressed as specified in the special clause titled "Preservation of Historical, Archeological and Cultural Resources". The Contractor must further coordinate with the Alabama Historical Commission (AHC) and the Mobile District Archeological Staff (attn: Ms. Dottie Gibbens, PD-EI) to obtain the precise coordinates for archeological site 1 Mb 291, located within the berm construction project site. The site must be identified and adequately marked in the field. No heavy equipment can be used in the vicinity of the shipwreck site and the AHC must approve the method of placement of fill in the vicinity of the site.

These specifications shall not be considered an all-inclusive reference list of debris types which may be encountered during this dredging. All costs associated with the removal and disposal of debris and obstructions shall be included in the Bid Schedule's contract unit price for Dredging.

absence of any such deficiencies, the plant will be released to begin work.

1.9.4 Government Inspections.

Inspections performed by the Government do not relieve the contractor of his responsibility to perform his own inspections of plant to assure a safe working environment at all times in accordance with contract specifications, EM 385-1-1 and his Accident Prevention Plan.

1.10 USCG OPERATOR'S LICENSE

If Dredge (or other marine construction) Plant operation support workboat operators are moving dredge equipment, supplies, personnel, etc. in or at the immediate dredging site, i.e., from one side of a channel to the opposite side, or to or from a shore staging area located not more than approximately ½ mile from the dredge work location/operation and always within sight of the dredge operator, then the workboat operator need not be the holder of a USCG Operator's license. However, if the workboat moves equipment, personnel, supplies, etc., or proceeds "light boat", any significant distance beyond the immediate dredge work location/site, particularly over congested, busy waterways and/or out of sight of the dredge operator, an appropriate licensed operator (must possess a current USCG Operator's License) must be in control of the vessel operation. References: EM 385-1-1 Section 19 Paragraph 19.A.02 b., Volume III of the USCG Marine Safety Manual Section 24.B.3, 46 USC 8904.

1.11 MEASUREMENT AND PAYMENT

1.12.1 GENERAL. The Government will furnish survey and layout data for the dredge borrow area and the emergency berm construction area. The Contractor shall lay out the borrow area location and the emergency berm alignment from this information and conduct a pre-dredge survey of the borrow area and a pre-deposition survey of the berm alignment. The Government-furnished data will be discussed further at the Pre-Construction Conference.

1.11.2 Mobilization and Demobilization (Bid Item No. 1). This item includes all costs for preparation of all plant for this work (marine and land equipment) and for mobilization and final demobilization of the dredge, dredge attendant plant, and emergency berm construction/operation plant. This item shall include all costs to adapt, modify, reconstruct, and/or reconfigure the dredge plant, attendant plant or upland D/A plant to a configuration capable of conducting this contract work. No other separate payment shall be made for such configuration preparations, and payment of this bid item is considered complete compensation for such actions. All costs for the placement of shore pipeline to the emergency berm construction area as required shall be included in this item, including road crossing cuts, fills, pipeline installation and removal, and road repairs. Payment for the Contractor-conducted berm cross-section surveys and yardage computations will also be included in this bid item.

1.11.3 Emergency Berm (Bid Item No. 2.) The total amount of work to be paid for under the contract for this item will be measured and paid for by a percentage of the successfully constructed and accepted berm prism

(c) When lift operation requires two or more signal persons.

(d) When rigging procedures to be used on the lift operation are considered unusual.

(e) Any lift operation the operator or supervisor believes should be considered CRITICAL.

The Contractor shall ensure that the hoisting equipment operator(s) have been proven competent prior to employment on this contract. A Resume' of each operator's competence (experience, training, etc.) shall be made part of the Contractor's Quality Control Plan referenced elsewhere in this specification. Hoisting equipment performing DUTY CYCLE activities shall undergo the CRITICAL LIFT OPERATION procedure for each distinct type of DUTY CYCLE activity (dragline activity, clamshell activity, etc.) involved. When any one of the conditions changes, under which the original CRITICAL LIFT OPERATION test was conducted, another CRITICAL LIFT OPERATION test shall be planned, conducted and documented. All documentation for CRITICAL LIFT OPERATIONS tests shall become part of the permanent contract SAFETY files. All actions specified in Paragraph entitled "General Safety Requirements" shall be part of the Contractor's Accident Prevention Program submittal. The Contractor should provide specific details of action proposed to fulfill these requirements.

1.9 INSPECTION OF PLANT

The dredge plant will be inspected by the Contracting Officer's Representative to insure total dredging plant required under the contract has been mobilized and is in safe working condition.

1.9.1 Contractor's Obligation to Inspect.

Before any machinery or mechanized equipment is placed in service, it shall be inspected and tested by the contractor and certified to be in safe operating condition using Safety Survey Checklist for Floating Plant and Safety Inspection Checklist for Mobile Construction Equipment forms as prescribed by SADVR 385-1-1. Records of these tests and inspections shall be provided to the Government prior to Government inspection and shall be maintained at the site by the Contractor.

1.9.2 Safety Inspection.

Upon completion of mobilization, before starting work, and after the checklist forms are provided to the government, a safety inspection will be conducted by the Government. The safety inspection will be conducted using the checklists as a guide to denote any deficiencies.

1.9.3 Clearance to begin work.

Upon completion of the safety inspection, a list of deficiencies will be compiled and copies given to the contractor for corrective action as required. If, in the opinion of the Contracting Officer's Representative, the plant is unsafe or does not meet the terms of the specifications, clearance to begin work will not be given. In the

safety briefings at least every seven (7) days for all on-tour employees. Applicable portions of Sections 01.B. of EM 385-1-1 are referenced. All such briefings shall be documented on the daily Contractor's Quality Control Report (QCR). The Contractor shall ensure that every supervisor located at the job site(s) attends a "staff" safety meeting held at least monthly. These safety meetings shall review, plan, and establish safety activities for this project. Applicable portions of Sections 01.B. of EM 385-1-1 are referenced. Documentation of these meetings shall include the employee's names, job titles, date(s) of safety meeting, subject(s) of each meeting, summary of actions, and other appropriate information. All such meeting documentation shall be furnished as an attachment to the daily Contractor's Quality Control Report within three (3) days after the meeting. The Contracting Officer's Representative shall be notified of all safety briefings and meetings, and may attend any "indoctrination" safety briefing, "on-the-job" safety briefings and "staff" safety meetings. These briefings and meetings shall be conducted throughout all phases of this contract and shall include the Contractor and subcontractors.

1.8.2 Accident/Incident Investigation and Reporting.

The Contractor shall designate a specific company officer as the investigating official referenced by Section 1 of EM 385-1-1. The investigating official's name and other pertinent information including company position, qualifications, experience, and training shall be listed in the Contractor's Accident Prevention Program when submitted for approval. All accidents and incidents shall be personally investigated by this official according to the requirements of EM 385-1-1 and the requirements specified herein and at the pre-construction conference. The investigation official shall attend the pre-construction conference. The investigation official shall initial or sign Block 15.c. of the ENG Form 3394 attesting to his personal participation in the accident investigation process, the accident cause analysis, and the accident cause elimination plans anticipated or recommended. The completed, typed original of ENG Form 3394 shall be submitted to the Contracting Officer's Representative within 48 hours of the accident. All accidents shall be immediately reported to the Designated Government Representative. Accident Management shall be emphasized and will be further discussed at the Pre-Construction Conference.

1.8.3 Critical Lift Operations with Hoisting Equipment.

All hoisting equipment used on this contract shall be performance-and operation-tested according to EM 385-1-1. The planning and conduct of these tests shall be documented using the CRITICAL LIFT PLAN according to EM 385-1-1. These tests shall be conducted for any CRITICAL LIFT OPERATION, i.e., when any one of the following conditions exist:

(a) Weight of load to be lifted exceeds the original TEST LOAD (TEST LOAD or PERFORMANCE LOAD TEST is made at the beginning of the particular hoisting equipment's start-of-work on this contract).

(b) Operator will lose sight of the load during lift operation.

1.7.3.2.1 Routine inspections of the floating pipeline shall be conducted to ensure markings integrity.

1.7.4 Plant Inspection.

All plant in use or idle shall be inspected at least once per shift by the Contractor inspector to assure that buoys, signs, and lights are in place and that all lights are operating properly. Daily reports of the Contractor shall identify inspection personnel and indicate the time of inspection of plant in use and in storage within the fleeting area. An adequate number of reserve batteries and lights shall be stored on the dredge(s) or on other readily accessible plant equipment at all times in order that non-functioning lights can be repaired or replaced.

1.7.5 Public Awareness.

The Contractor shall increase public awareness of potential hazards presented by dredge operation and plant storage within the fleeting area by ensuring that announcement of the beginning of work is carried by local newspapers, radio and television stations, and waterway user association publications. Details provided in the announcement shall include beginning date, work schedule, work location, fleeting area location, and recommended boat operation in the vicinity of work areas. Periodic work updates and/or status announcements should be made whenever necessary and at least on a monthly basis throughout the term of this contract. The Contractor shall provide and maintain a sturdy and prominently displayed "Warning Sign" at all public boat marinas within ten (10) miles of the dredging operations and plant fleeting area. The warning signs shall be constructed as prescribed on Exhibit-1 in Section 01000 of these specifications. The signs shall have red lettering and castles on a white background with a red reflective border. The information provided on the signs shall be similar to that indicated on Exhibit-1 and shall include the location(s) of the dredging operations and plant fleeting area(s), as applicable. The Contractor shall be responsible for keeping the warning signs updated with appropriate information identifying all active work sites under this contract.

1.8 SPECIAL SAFETY REQUIREMENTS.

The actions required by this paragraph shall be made part of the Contractor's Accident Prevention Program submittal. The Contractor shall provide specific details of actions proposed to fulfill these requirements.

1.8.1 General.

As a part of the Accident Prevention Program submittal, the Contractor shall provide documentation of the "indoctrination" safety briefing for the particular job to be performed by each employee as referenced in Sections 01.B. of EM 385-1-1. The documentation shall include the employees names, job titles, date(s) of safety briefing, and subject(s) of each briefing. When an employee changes jobs, another "indoctrination" safety briefing for the new job shall occur, with the documentation appropriately updated. The Contractor shall ensure that every employee receives appropriate "on-the-job" safety briefings on the first day the employee returns from off-tour time, and regular

is dredge slurry flowing through the pipeline or not (stored pipeline covered in paragraph 1.7.2).

1.7.3.1 Submerged Pipeline Markings. The location or position of the entire length of submerged pipeline shall be marked with signs, buoys, lights, or flags as required by the U.S. Coast Guard (USCG) and as approved by the Contracting Officer's Representative. Any marking sign, buoy or flag must be constructed of reflective material, i.e., paint, etc. that marine radar can detect and is easily seen when illuminated by a spotlight beam. The local USCG and U.S. Army Corps of Engineers (USACE) agree that the following marking elements are sufficient:

a. One row of signs, buoys, lights (constant white color of such intensity to be visible for at least one mile on a clear night) or flags along the pipeline alignment;

b. Markings more or less equally spaced along the submerged pipeline length in sufficient number to define the alignment (length and course) of the pipeline; and

1.7.3.1.1 Routine inspections of the submerged pipe shall be conducted to ensure integrity of anchorage and markings. All anchorage and related material shall be removed when the submerged pipe is removed.

1.7.3.2 Floating Pipeline Markings. The location or position of the entire length of floating pipeline shall be marked with lights as required by the USCG and as approved by the Contracting Officer's Representative (includes rubber and metallic material pipelines). The local USCG and USACE agree that the following marking elements are sufficient and in accordance with 33 CFR 88.15:

a. One row of yellow lights, more or less equally spaced, where the:

(1). lights flash 50 to 70 times per minute;

(2). lights are visible all around the horizon for at least 2 miles on a clear dark night;

(3). lights are not less than 1 meter nor more than 3.5 meters above the water surface; and,

(4). the lights must be sufficient in number to clearly show the pipeline's alignment (length and course).

b. two red lights at each end of the total pipeline length, which are:

(1). visible all around the horizon for at least 2 miles on a clear dark night;

(2). stacked 1 meter apart in a vertical line with the lower light at the same height above the water as the flashing yellow lights along the rest of the pipeline.

1.6.2 Work Hours.

Should the Contractor elect to work on Sundays, holidays, or nights, advance notice of this intent shall be given the Contracting Officer's Representative a minimum of ten (10) days in advance, specifying both the dates and hours to be worked. Adequate lighting to facilitate thorough inspection of night operations shall be provided by the Contractor at no additional cost to the Government. Work will be restricted to daylight hours only during the sea turtle nesting season from 1 May through 30 November.

1.7 GENERAL SAFETY REQUIREMENTS.

The actions required by this paragraph shall be made part of the Contractor's Accident Prevention Program submittal. The Contractor shall provide specific details of actions proposed to fulfill these requirements.

1.7.1 Accident Prevention Plan.

Paragraph "PRECONSTRUCTION CONFERENCE" of SECTION 01000 requires an accident prevention program incorporating safety features and procedures from Engineer Manual EM 385-1-1, (latest edition), and SAMDR 385-1-1 entitled U. S. Army Corps of Engineers - Safety and Health Requirements Manual, which are applicable to all aspects of the Contractor's dredging operations. In addition to these features, the following safety requirements shall be incorporated into the Contractor's accident prevention program.

1.7.2 Plant Fleeting Area.

The Contractor shall designate a "plant fleeting area" within which all non-used portions of plant equipment shall be stored. The area shall be marked by "hazardous area" buoys and/or signs, properly placed and marked with reflective tape to give adequate night-time warning to the public. In addition, a lighted warning sign, as specified in Section 8.A. of EM 385-1-1, shall be prominently displayed on the equipment in the fleeting area. Such signs shall be well lighted and have reflective borders. Multiple lengths of floating pipeline may be placed side-by-side within fleeting areas only if protected by a barges at each end, and shall not be placed in a manner so as to exceed the width of the barges. Floating pipeline within fleeting areas, not so protected at each end by barges, may only be placed singly and end-to-end. The provision for buoys, warning signs, lights and reflective tape at each end, as specified above, also applies in this case.

1.7.3 Dredge Pipeline Markings (Submerged and Floating).

Pipelines, as pertains to critical markings, will be defined in terms of submerged and floating only. Submerged pipelines are defined as pipelines constructed and positioned to rest on, or be positioned on, or be anchored to, the water column bottom at all times. Any pipeline not constructed and positioned to remain at rest on the water column bottom is defined as floating for purposes of these marking requirements. These definitions and requirements apply whether there

District. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Instrumentation Data; GA; OP

Written instructions, etc., to explain data format used for instrumented dredging equipment.

Surveys ; GA; OP

Before and after surveys of open water borrow areas and berm construction location.

SD-13 Certificates

Manufacturer's Guarantee; GA; OP

Accuracy of electronic positioning system for dredging surveys.

SD-18 Records

Quality Control; FIO; OP

Documentation to record Compliance with technical requirements.

Order of Work Plan; GA; OP

The Order of work plan shall include deposition plans and an electronic verification plan.

Survey Plan; GA; OP

Written plan presenting the job survey effort.

Accident Prevention Program Plan; GA; OP

Written plan describing the Contractor's Accident Prevention Program

Dredge Plant Instrumentation Plan; GA; OP

Dredge Plant Instrumentation Format; GA; OP

1.6 NOTICES

1.6.1 Start Work.

The Contractor shall notify the Contracting Officer's Representative in writing 5 days prior to the date he plans to commence an area of work under this contract so that required Government actions may be initiated sufficiently in advance of the Contractor's operations, and that baselines and other controls may be adequately installed by the Contractor.

SECTION 02335

DREDGE FILL EMBANKMENT

PART 1 GENERAL

1.1 REFERENCES (Not Applicable)

1.2 SCOPE OF WORK

The work covered by this section consists of furnishing all plant, labor, equipment, materials, and performing all operations in accordance with the drawings and requirements specified herein for construction of an emergency sand berm on the south side of Dauphin Island from the west end of Bienville Drive eastward to St. Andrews Court by means of hydraulically dredged borrow material placed on the berm alignment and shaped as necessary to construct the minimum berm dimensions, elevations, slopes, etc. shown on the contract drawings. The source of berm material will be a borrow site north of the Dauphin Island north shoreline, shown on the contract drawings.

1.3 ORDER OF WORK

The Contractor shall submit a written plan of work for approval by the Contracting Officer's Representative prior to commencing work. This plan will detail the Contractor's operational methodology for dredging, dredged material transportation, and placement for construction of the berm. The Contractor shall commence construction of the berm on the south side of Dauphin Island adjacent to the west end of Bienville Drive, and progress eastward. The Contractor will determine the requirement for staging and fabrication areas for dredging equipment based on his proposed operational methodology. Acquisition of real estate interests in any such area and/or required permits for that particular type of land use will be the sole responsibility of the Contractor, the Government being held safe and harmless from any liability or legality of procurement, use, or restoration.

1.4 CHARACTER OF MATERIALS TO BE DREDGED

The material to be removed from the borrow area under this contract consists primarily of poorly graded sands (SP). Subsurface soil boring logs and laboratory tests on soils are appended to the specifications, Appendix A. The Contractor shall make his own interpretation(s) of this information in determining the character of materials to be excavated. All classifications of soils, both visual and laboratory were made using the Unified Soils Classification System in accordance with ASTM D-2487, and are based on grain sizes. Locations of the borings drilled are shown on the plans. These data represent the best subsurface information available; however, variations may exist in the subsurface between boring locations.

1.5 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. Submittals having an "OP" designation are to be submitted to the Operations Division of the U.S. Army Corps of Engineers, Mobile

b. Activities which may be required include daily surveys conducted by trained personnel **(subcontract for trained personnel not included in this Contract)**. If nests are located within the area of berm construction, construction must stop and the personnel identified in a. above notified.
c. During the sea turtle nesting season, construction equipment and pipes shall be stored in a manner that will minimize impacts to sea turtles to the maximum extent practicable.
d. During the sea turtle nesting season, all efforts will be made to dredge and undertake berm construction activities during daylight hours only. Should this not be possible, restriction on lighting in the berm construction area will be instituted.

10. PROTECTION OF AIR RESOURCES: All fuel-burning equipment shall be properly maintained to prevent violations of State or Federal Air Pollution Standards or interference with inhabitants of the area by causing drastic changes in their accustomed environment. If burning is required, the Contractor should obtain a burning permit from the local fire department, if necessary. Daily inspections will be made of all fuel-burning equipment. Immediate corrective action shall be taken if exhaust emissions are found to be excessive.

11. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING DREDGING AND PLACEMENT ACTIVITIES: During the life of this contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the dredging period the Contractor should conduct frequent training courses for his maintenance personnel. The curricula should include methods of detection of pollution, familiarity with pollution standards and measures for prevention or mitigation of environmental pollution.

12. SANITATION: The Contractor must provide suitable sanitation devices for the proper storage of all sanitary sewage. The Contractor shall ensure that all floating plant operate according to an approved waste management plan as required by 33 CFR Part 151. The dumping of sanitary sewage effluent and/or solids into the navigable waters surrounding the job is strictly prohibited.

13. PAYMENT: No separate payment will be made for work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor and covered under the contract unit and/or lump-sum prices in the Bidding Schedule.

END OF SECTION

5) Solid wastes (excluding clearing debris) includes any waste generated by the Contractor which meets the most complete definition of solid waste as described by Federal, state and local laws and regulations. Solid waste shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent spillage and contamination.

6) Hazardous waste shall be stored, removed from the work area and disposed of in accordance with Federal, state and local laws and regulations.

7) Discharge of any pollutant from dredging into the watercourse is strictly prohibited, except as otherwise specified or allowed in other sections of the Technical Specifications.

8) The Contractor shall use drainage ditches, low ground pressure equipment, matting, geogrids, and/or other types of soil reinforcement in some areas to enable vehicle traffic and other activity.

9. PROTECTION OF FISH AND WILDLIFE: The Contractor shall at all times perform all work and take such steps required to prevent any significant interference or disturbance (as determined by the Contracting Officer) to fish and wildlife.

1) The Contractor will not be permitted to alter water flows or otherwise disturb native habitats adjacent to the project area, which, in the opinion of the Contracting Officer, are critical to fish or wildlife. Fouling or polluting of water will not be permitted.

2) Wastewater shall be processed, filtered, ponded, or otherwise treated prior to their release from project area into waterways.

3) The dredged material placement operation return water shall not impact any areas of seagrasses, shellfish beds, or wetland areas.
3

4) The Contractor must perform all work within the compliance specifications of the Alabama Coastal Program to the maximum extent practicable.

5) Dredging is restricted to between the 3-foot and 12-foot contours, with the dredge cut restricted to a maximum of 6 feet. The dredge must encroach no closer than 500 feet from the north side of the island.

6) If construction must take place during the period between May 1 thru November 30, the Contractor must take special precautions to ensure adequate protection for nesting sea turtles. Conditions which must be complied with include:

a. The Contractor shall coordinate all activities with the Coastal Environment Branch, Mobile District (attn: Dr. Susan Rees, PD-EC) and the US Fish and Wildlife Service, Daphne, Alabama.

7) Contractor shall maintain best Management Practices (BMPs) until the Contracting Officer has determined that the placement of dredged material on the beach site has been stabilized and contoured.

8) The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in area designated by the Contracting Officer. The Contracting Officer shall approve all temporary movement or relocation of Contractor facilities.

7. RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS: All items having any apparent historical or archeological interest which are discovered in the course of any dredging and placement activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and immediately report the find to the Contracting Officer so the proper authorities may be notified. Existing historical, archeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer. The Contractor must further coordinate with the Alabama Historical Commission (AHC) and the Mobile District Archeological Staff (attn: Ms. Dottie Gibbens, PD-EI) to obtain the precise coordinates for archeological site 1Mb 291, located within the berm construction project site. The site must be identified and adequately marked in the field. No heavy equipment can be used in the vicinity of the shipwreck site and the AHC must approve the method of placement of fill in the vicinity of the site.

8. PROTECTION OF LAND RESOURCES: The environmental resources within the project boundaries and those outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. The Contractor shall perform a preconstruction survey, which includes but is not limited to photographs, and provide this to the Contracting Officer prior to dredging and berm construction activities.

1) It is intended that the land resources outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to natural conditions, after completion of dredging and placement activities.

2) The Contractor shall be required to maintain all work areas within or without the project boundaries free from dust that would cause a hazard or nuisance to others.

3) The Contractor shall obliterate all signs of temporary support facilities such as haul roads, work areas, structures, foundations of temporary structures, or any other vestiges of activities as directed by the Contracting Officer.

4) The Contractor shall construct or install all temporary and permanent erosion and sedimentation control features at the berm construction site and along the pipeline route.

5. IMPLEMENTATION: Prior to commencement of the work, the Contractor shall after receipt of Notice of Award of the Contract and at least 7 days prior to the Preconstruction Conference, submit in writing the above Environmental Protection Plan, and shall meet with representative(s) of the Contracting Office to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program.

6. PROTECTION OF WATER RESOURCES: The Contractor shall not pollute any water bodies including streams, lakes, bays, estuaries, or other marine or fresh waters with fuels, oils, acids, or any other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, state, county, and municipal laws concerning water pollution. The discharge of plastics of any kind within estuarine or marine waters is strictly prohibited. All work under this contract shall also be performed in such a manner that objectionable conditions will not be created in proximity to the protect areas.

1) The Contractor shall insure that dredging and the placement of dredged material for berm construction shall be performed with minimum damage to the environment.

2) The Contract designates areas for placement of all dredged material. No other areas are approved for dredged material placement.

3) The Contractor shall limit the depth of cut in a single swing of the dredge to that depth that precludes the collapse of the facing material or control the cutter head speed to obtain a reasonable progress without producing excessive turbidity.

4) The Contractor must comply with all turbidity and monitoring standards and other specific conditions set forth in the water quality standards. Turbidity outside the limits of a 400-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units. If turbidity resulting from the project exceeds these levels, the Contractor will cease activities until turbidity levels are in compliance. Should work stoppage occur, the Contractor will notify the Contracting Officer and the Alabama Department of Environmental Management Coastal Programs (attn: Mr. Brad Gane).

5) Any material moved by dredge, clamshell, front-end loaders or any other such equipment shall be moved in such a way that: a) material will not be placed outside the berm construction area boundaries as specified by the Contracting Officer; and b) safeguards against excess turbidity and suspended solids entering any adjacent water body. Work shall be performed in such a way as not to impact local wetland areas.

6) Special measures shall be taken to prevent chemicals, fuels, oils, and greases at the beach disposal site or along the pipeline from entering area waters, at all times.

or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

4. SUBCONTRACTORS: The Contractor shall comply with all requirements under the terms and conditions set out in the permits or certifications obtained by the Town of Dauphin Island and in compliance with the provisions of the Contract and applicable Federal, state, and local environmental laws and regulations. Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

1) The Contractor shall submit an Environmental Protection Plan, in accordance with provisions as specified.

2) The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

3) The Contractor shall prepare a listing of resources needing protection (i.e., upland vegetation, wetlands, oyster reefs, landscape features, air quality, noise levels, surface and groundwater quality, fish and wildlife, historical, archeological and cultural resources) within authorized work areas.

4) The Contractor shall prepare a contaminant prevention statement that identifies all potentially hazardous substances on the job site and the intended actions to be taken to prevent the accidental or intentional introduction of such materials into the air, the water or the ground.

5) The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures identified in the environmental protection plan.

6) The Contractor shall keep dredging and placement activities under surveillance and shall exercise all necessary controls to minimize damage to the environment by noise from equipment and various activities. Areas that have noise levels greater than 85-dB continuously or 140-dB peak (unweighted) impulse must be designated as noise hazardous areas. These work areas must have caution signs displayed at the perimeter of the noise area indicating the presence of hazardous noise levels and requiring the use of hearing protection devices.

7) The Contractor shall detail special provisions taken to meet Federal, state, and local laws and regulations regarding the storage and handling of solid and hazardous waste materials.

SECTION 01410

ENVIRONMENTAL PROTECTION

Index

1. Scope
2. Applicable Regulations
3. Notification
4. Subcontractors
5. Implementation
6. Protection of Water Resources
7. Recording and Preserving Historical and Archaeological Finds
8. Protection of Land Resources
9. Protection of Fish and Wildlife
10. Protection of Air Resources
11. Maintenance of Pollution Control Facilities During Dredging and Construction
12. Sanitation
13. Payment

1. SCOPE: The work covered by this section consists of furnishing all labor, materials and equipment, and performing all work required for the prevention of environmental pollution during the dredging and emergency berm construction activities at Dauphin Island, Alabama, except for those measures set forth in other Technical Provisions of these specifications. For the purpose of this specification, environmental pollution is defined as: a) the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; b) unfavorably alter ecological balances; c) affect other species of designated importance of man; or d) degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise control, solid-waste management, as well as control of other pollutants.

2. APPLICABLE REGULATIONS: The Contractor and his subcontractors in the performance of this contract, shall comply with all applicable Federal, state, and local laws and regulations concerning environmental pollution control and abatement, all applicable provisions of the Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements", in effect on the date of solicitation, and the specific requirements stated elsewhere in the contract specifications.

3. NOTIFICATION: The Contracting Officer will notify the Contractor in writing of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails

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SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
EMERGENCY BEACH BERM, DAUPHIN ISLAND, AL.

CONTRACTOR

SPECIFICATION SECTION
01000

ACTIVITY NO a.	TRANSMITTAL NO. b.	ITEM NO c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	CLASSIFICATION: INFORMATION ONLY o.	GOVERNMENT APPROVED p.	REVIEWER q.	CONTRACTOR SCHEDULE DATES: SUBMIT r.	APPROVAL NEEDED BY s.	MATERIAL NEEDED BY t.	CONTRACTOR ACTION: CODE u.	DATE v.	SUBMIT TO GOVERNMENT w.	GOVERNMENT ACTION: CODE x.	DATE y.	REMARKS z.
			5.	RADIO TELEPHONE CERTIFICATION							X			X		OP									
			6.	ORDER OF WORK, ACCIDENT	X	X	X	X	X				X		X	OP									
				PREVENTION PLAN, LETTER APPOINT																					
				SUPERINTENDENT, TRANSMITTAL																					
				REGISTER, POWER OF ATTORNEY,																					
				LIST OF SUBCONTRACTORS,																					
				DEPOSITION PLAN, SURVEY PLAN,																					
				POLLUTION CONTROL PLAN,																					
				DREDGE EXCAVATION PLAN,																					
				ENVIRONMENTAL PROTECTION PLAN.																					
			7.	TRAFFIC CONTROL PLAN	X	X									X	OP									
			8.	HAZARDOUS ANALYSIS PLAN	X								X		X	SO									
			13.	CONSTRUCTION MILESTONE BAR	X										X	OP									
				CHART																					

ENG FORM 4288-R, MAR 95 EDITION OF SEP 93 IS OBSOLETE.

(Proponent: CEMP CE)

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (*Specify*)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contact plans and specifications.

(Reverse of ENG Form 4025-R)

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE

(Read instructions on the reverse side prior to initiating this form)

DATE

TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:

FROM:

CONTRACT NO.

CHECK ONE:
☐ THIS IS A NEW TRANSMITTAL
☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*

PROJECT TITLE AND LOCATION

CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 6)* *h.*	FOR CE USE CODE *i.*
				SPEC. PARA. NO. *e.*	DRAWING SHEET NO. *f.*			

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*

NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY

DATE

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. 4 copies of the submittal will be retained by the Contracting Officer and 2 copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

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

3.9 STAMPS

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

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

--End of Section--

approved submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the contract period. The submit dates and need dates used in the submittal register shall be coordinated with dates in the contractor prepared progress schedule. Updates to the submittal register showing the contractor action codes and actual dates with government action codes and actual dates shall be submitted monthly or until all submittals have been satisfactorily completed. When the progress schedule is revised, the submittal register shall also be revised and both submitted for approval.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Detailed submittal procedures will be further discussed with the contractor at the pre-construction conference.

3.5.2 Deviations

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

3.6 CONTROL OF SUBMITTALS

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

which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

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

1.5 WITHHOLDING OF PAYMENT

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

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is a listing of items identified in the specifications as requiring submittals. This list is to be used in preparing ENG Form 4288 Submittal Register or a computerized equivalent. The list is not all inclusive and additional submittals may be required by other parts of the contract. The contractor is required to complete ENG Form 4288 (including columns "a" through "r") and submit to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. The

SECTION 01330

SUBMITTAL PROCEDURES
09/97

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-14 Samples

SD-18 Records

SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

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

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

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

Each contrrator's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign and the performance record captions are standard for all signs of the type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screwmounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "Safety is a Job requirement" with (8 od.) Safety Green First Aid logo.
Color: to match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

Legend Group 2: One to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

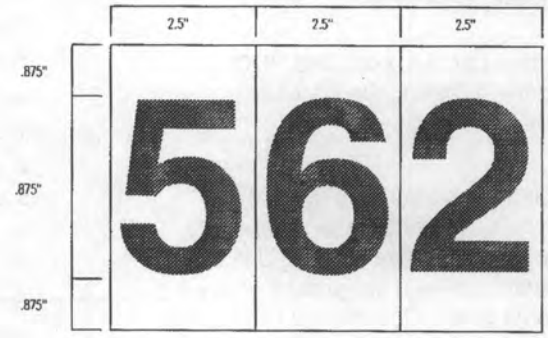
Legend Group 3: One to two-line identifation: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 4: Standard safety record capitons as shown.
Color: Black
Typeface: 12.5" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x .5"

All typography is flush left and rag right. Upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards.

Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4"x4"	4"x4"	HDO-3	48"	WH/BK-GR



SAFETY PERFORMANCE SIGN

Fig. 5d

All Construction Project Identication signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to size, format. and typographic standards.

The sign panels are to be fabricated from .75" High Density Overlay Plywood.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to die-cut or computer cut nonreflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown.

The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background identification of the District / Division may be applied under the signature with white cut vinyl letters prepared to Corps standards

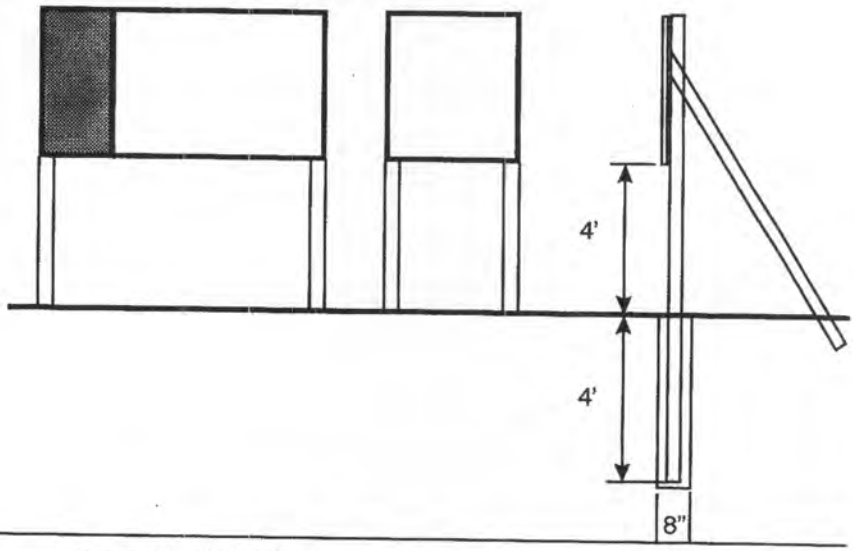
Drill and insert six (6) .375 T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face

Apply Graphic panel to prepared HDO plywood panel following manufactures instructions

Sign uprights to be structural grade 4" x 4" treated Douglas Fur or Southern Yellow Pine. No 1 or better. Post to be 12' long Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" structs on inside face of uprights to reinforce installation shown.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign Legend orders.



Construction Project Sign
Legend Group 1

1 _____
2 _____

Legend Group 2 Division/District Names

1 _____
2 _____

Legend Group 3 Project Title

1 _____
2 _____
3 _____

Legend Group 4 Facility Name

1 _____
2 _____

Legend Group 5a: Contractor/A&E

1 _____
2 _____
3 _____
4 _____
5 _____

Legend Group 5b: Contractor/A&E

1 _____
2 _____
3 _____
4 _____
5 _____

Safety Performance Sign
Legend Group 1: Project Title

1 _____
2 _____

Legend Group 2: Contractor/A&E

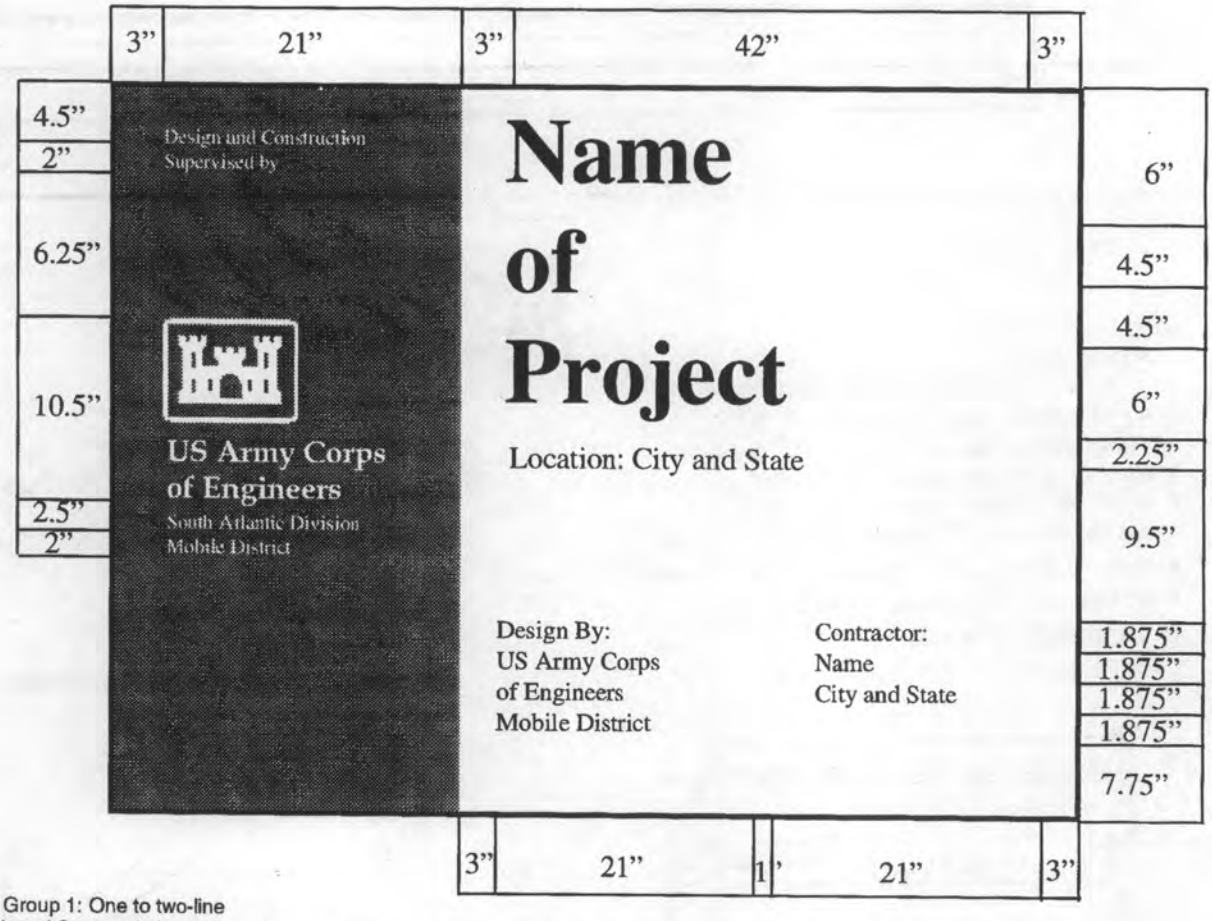
1 _____
2 _____

FABRICATION AND MOUNTING GUIDELINES

fig5c

The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with with the full Corps signature (reverse version) is to be screen printed Communications Red on the White background.

This sign is to be placed with the Safety Performance Sign (See Fig. 5d).



Legend Group 1: One to two-line description of Corps relationship to project
Color White
Typeface 1.25" Helvehca Regular
Maximum line lenth: 19"

Legend Group 2: Division\ District Name Placed below 10.5" Reverse Signature (6" Castle).
Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 3: One- to three-line project title legend describes the work beging done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helveticia Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

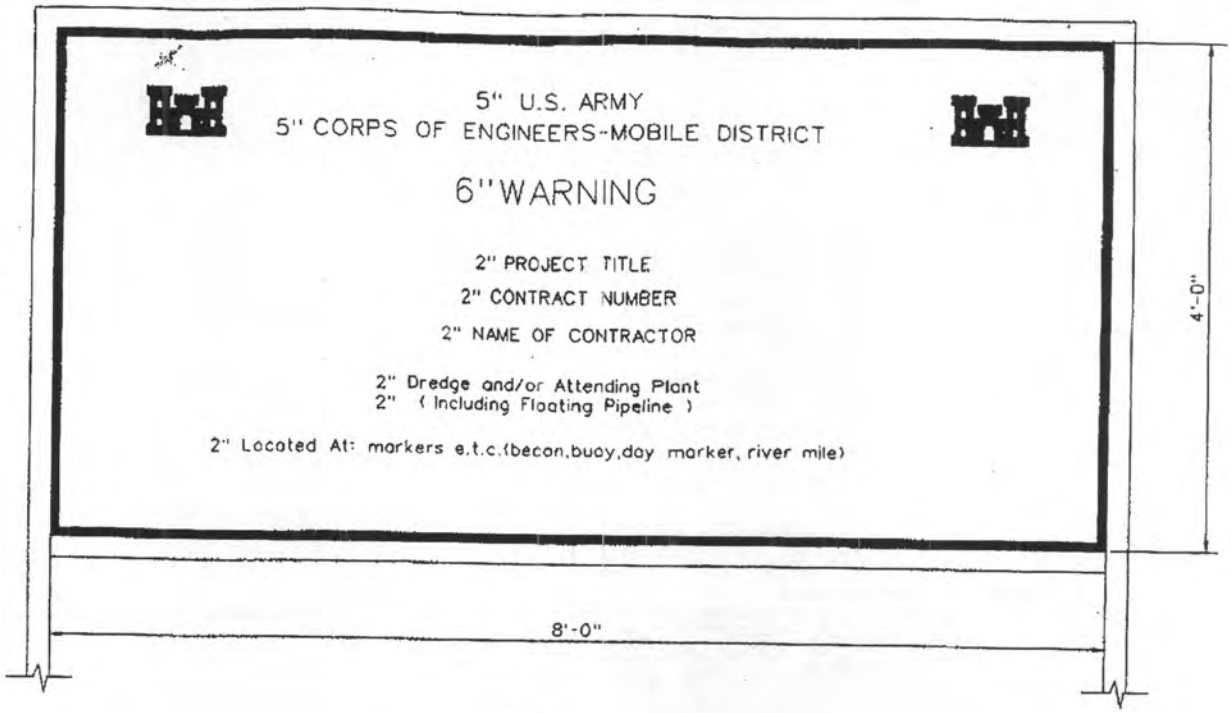
Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (arcthitect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

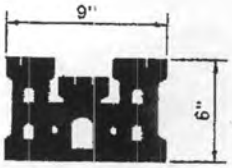
All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards

Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	Various	4' x 6'	4" x 4"	HDO-3	48"	WH-RD/BK

CONSTRUCTION SIGN (CORPS OF ENGINEERS DESIGN)
(Use with Fig 5c)

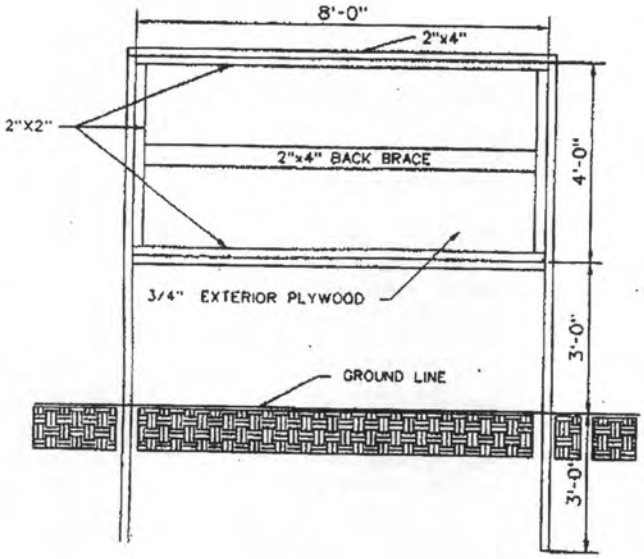
Fig. 5b





NOTES:

1. DRAWING N.T.S.
2. ALL LUMBER TO BE PRESSURE TREATED
3. ALL LETTERING WILL BE DISPLAYED IN RED
4. CASTLE TO BE PAINTED RED W/WHITE OPENINGS
5. BORDER TO BE PAINTED REFLECTIVE RED
6. ALL OTHER LUMBER TO BE PAINTED WHITE
7. POST/STAKE HOLES TO BE BACKFILLED & TAMPED
8. SIGNS TO BE REMOVED UPON COMPLETION OF PROJECT
9. RESTORE SITE TO ORIGINAL CONDITION
10. LETTER SIZE AS SHOWN



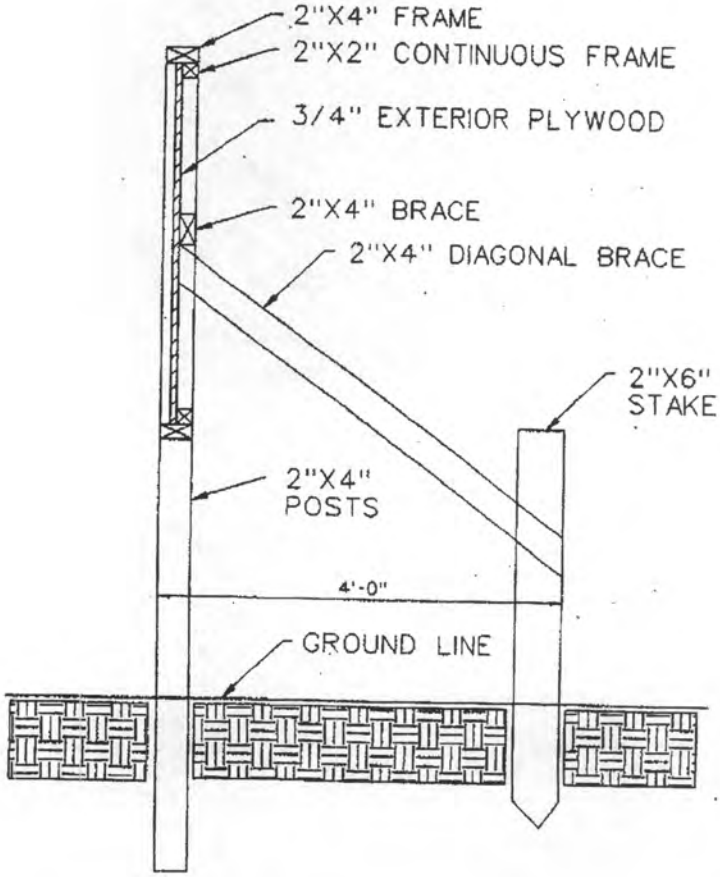


EXHIBIT-1

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

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

END OF GENERAL DECISION

General Decision Number AL000018

General Decision Number AL000018
Superseded General Decision No. AL990018
State: Alabama
Construction Type:
HEAVY
SEWER AND WATER LINE
County(ies):
BALDWIN MOBILE
HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line
Construction & Drainage Projects).
Modification Number Publication Date
0 02/11/2000

COUNTY(ies):
BALDWIN MOBILE
.BOIL0455A 11/01/1999

	Rates	Fringes
BOILERMAKERS	20.10	7.20

SUAL2001A
HEAVY CONSTRUCTION PROJECTS (including Sewer & Water line
Construction & Drainage Projects).
SUAL2001A 04/23/1996

	Rates	Fringes
IRONWORKERS, STRUCTURAL	12.00	
LABORERS:		
Unskilled	6.77	
Pipelayers	8.21	
PIPEFITTERS	9.00	.95
POWER EQUIPMENT OPERATORS:		
Backhoe	10.51	
Bulldozer	10.68	
Dragline	12.45	
Loader	10.43	
Mechanic	11.00	
Oiler	8.25	
TRUCK DRIVERS	8.54	

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

==========

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

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

13. SCHEDULING OF WORK AND PAYMENTS.

The Contractor shall submit a bar chart showing project construction milestones. The content, style and format of the chart shall be set at the pre-construction conference. Contractor payments will be based upon the milestones shown on the chart. The chart shall be updated regularly (as determined at the pre-construction conference) by the Contractor. See also section 00700, "Contract Clauses", paragraph entitled "Schedules for Construction Contracts".

SD-18 RECORDS

Construction Bar Chart; GA; OP.

14. WAGE RATES: Pages of wage rates follow.

END OF SECTION

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all and legible copies of the aforementioned data shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

11. LAYOUT OF WORK

a) The Government will establish the following base lines and bench marks at the site of the work: (Monuments and bench marks as shown on the drawings and/or to be provided at the Pre-construction Conference.)

b) From the base lines and bench marks established by the Government, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c) The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the base lines and bench marks established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stages and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

12. VARIATIONS IN ESTIMATED QUANTITIES - DREDGING

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the required dredging prism, including the associated side slopes, varies more than fifteen percent (15%) above or below the stated estimated quantity with the required dredging prism, an equitable adjustment in the contract unit price will be made upon demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variations above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity within the required dredging prism. Any equitable adjustment in the contract unit price will also apply to that part of the actual quantity of allowable overdepth material above one hundred fifteen percent (115%) or below eight-five percent (85%) of the estimated quantity.

7. TRAFFIC CONTROL REQUIREMENTS:

(a) The sequence of work to be accomplished under this contract shall be conducted in such a manner in order to maintain the local traffic flow and access during construction.

(b) The Contractor shall maintain a minimum of one lane open traffic during construction.

(c) Traffic access to all parking areas, adjacent streets and all existing facilities shall be maintained and coordinated with the local authorities through the Contracting Officer's representative. Access may be obtained or provided by other adjoining streets as coordinated with the Contracting Officer's representative.

(d) The Contractor shall submit a traffic control plan through the construction zones for review and approval by the Contracting Officer's representative prior to commencing work. The traffic control plan and traffic control devices shall be in accordance with the Manual of Uniform Traffic Control Devices (MVTCD). The Contractor is also responsible for providing all necessary temporary traffic control signs and barricades for the duration of construction.

8. HAZARD ANALYSIS

A hazard analysis plan, as described in Section 1, Article 01.A.05 of the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated September 1996, is required for this contract.

SD-18 Records

Hazard Analysis; GA; SO.

9. PROJECT SIGN

The Contractor shall furnish and install a project sign, a safety performance sign and a "Public Awareness Warning Sign", at the location designated by the Contracting Officer's representative within 10 days after notice to proceed. The signs shall be constructed as indicated on the figures bound herein. Size, lettering, color, and paint shall conform to the details shown in Figure 5b "Construction Sign," Figure 5C "Fabrication and Mounting Guidelines," and Figure 5D "Safety Performance Sign," bound herein. All parts of frames and signs shall be given a primer coat of oil paint and a minimum of two finish coats of white semi-gloss paint. The Contractor shall maintain the signs in a "like new" condition throughout the life of the project, repainting and replacing members as necessary to accomplish this requirement. No direct payment will be made for the signs nor maintenance of the signs. Refer to the end of this section for the signs.

10. BULLETIN BOARD

quality high gain 50 OHM VHF (162.00 MHZ center frequency) antenna, and RG-8a/u or equivalent coaxial cable (PL-259 at radio). The Contractor shall furnish the Contracting Officer's representative a copy of the Radio Technician's certification of the installation that shall include as a minimum the forward power output, reflected power (or VSWR), and supply voltage reading during transmit. The tests performed to determine certification of this radio installation are required to be made in the presence of a Government Representative designated for this action. Certification will not be accepted unless this Government Representative has personally witnessed the mentioned installation tests.

(c) The Contractor shall furnish and maintain a cellular telephone for the Government Inspector's use exclusively. This telephone shall be portable and include base charger with additional battery. The telephone shall be furnished prior to commencement of work and returned at the completion of project.

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

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

The Contractor's order of work for dredging and performing other work.

Accident Prevention Plan.

Letter appointing superintendent.

Transmittal register.

Power of attorney and certified copy of resolution.

List of subcontractors.

Deposition Plan

Survey Plan

Pollution Control Plan

Dredge Excavation Plan including proposed format referenced in Section 02335 DREDGE FILL EMBANKMENT.

Environmental Protection Plan

specified herein. The Contractor shall maintain appropriate communication with project traffic during such hazardous conditions. The Contractor shall particularly comply with all U.S. Coast Guard regulations pertaining to proper activation of fog (and any other) signaling devices (sound, light, etc).

(g) Obstruction of Channel: The northernmost limits of the borrow area is within 1000 feet of the Gulf Intracoastal Waterway. Dredge plant operations, including storing, staging, and transportation of equipment to the borrow area should be performed in a manner that will not interfere with traffic within the Gulf Intracoastal Waterway. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore. Due caution shall be exercised in dredging adjacent to wharves and bulkheads in order that they will not sustain damage or be undermined by the dredging operations. No dredging shall be done within 50 feet of any established wharf or other structure. Any such damaged structure shall be repaired or replaced by the Contractor at no expense to the Government.

4. TIME EXTENSIONS (APR 1984) FAR 52.212-6

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

5. RADIO TELEPHONE: The Contractor shall furnish and maintain the following radios for communication with the Corps of Engineers, the United States Coast Guard, and other vessels: Radio(s) must be certified as being operable on the specified frequencies and powers by a licensed radio technician. A copy of the certification must be furnished to the Contracting Officer's representative prior to final acceptance of the dredging plant.

(a) A Marine VHF Radio, FCC type accepted with the following channels: Channel 16, (156.8 MHZ), Channel 13, (156.65 MHZ), Channel 12, (156.6 MHZ), Channel 14, (156.7 MHZ), and Channels 26 and 28 for public correspondence. A separate receiver must be provided on Channel 13, (156.6 MHZ) in compliance with Public Law 92-63.

(b) In addition to the above mentioned radios, the Contractor shall provide additional space in the lever room for placement of one specially adapted 100 watt mobile two way FM radio. These are specially adapted mobile radio systems designed for stand-alone operation and minimal installation requirements. The radio will be furnished at the expense of the Government, but the installation and removal when required by Contracting Officer's representative shall be made by a certified radio technician, and the cost thereof will be defrayed by the Contractor. The Contractor shall also furnish a well regulated noise-free 40 amp 12 VDC power supply, marine

(a) General: The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys.

(b) Location: The work to be done under these specifications is in the vicinity of Dauphin Island, Alabama, in the southwestern part of the State of Alabama.

(c) Site Investigation:

(1) Contractor's Investigation Responsibility: The Contractor should make his own investigation of submerged, surface and overhead structures in the work areas and other locations he finds necessary to traverse. The exact location, depths and height of submarine cables, pipes, highlines, docks, piers, bulkheads bridges, etc. (as applicable), are not known and it will be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations. The Contractor shall make all arrangements with the respective owners of structures to assure satisfactory completion of dredging in their vicinity with a minimum interruption of service, and shall perform his operations in such a manner as will avoid damage to these facilities. Considering the above-specified structures and any others the Contractor might find in the work areas, the Contractor shall use extreme care when dredging (within 50 feet of any marine structure. If marine structures are damaged by the dredging operations, it will be the responsibility of the Contractor to repair or rebuild the damaged facilities at no cost to the Government.

(d) Weather Conditions: The sites of the work are exposed to local disturbances in Mississippi Sound and upper Gulf of Mexico which may cause suspension of the work for short periods of time. Generally the sites of the work do not provide safe refuge from tropical hurricanes which may occur from June to December. Should a hurricane occur during the course of the work, it will be the responsibility of the Contractor to select a safe harbor. There are no known unusual currents at any of the sites except during floods when velocities of 2 to 4 miles per hour may be expected; however, the Contractor should investigate all the sites of the work and determine for himself the requirements of the work. The mean tidal range is approximately 1.2 feet. The working season extends over the entire year; however, the work area(s) are affected by extended periods of strong winds, predominately from the South or Southeast. Lost time due to opposing adverse natural elements as outlined above will be considered justification for an extension of the contract time at the actual lost time rate.

(e). Transportation Facilities: The work areas are accessible by water via the Gulf Intracoastal Waterway, leading from Mobile Bay and/or New Orleans Harbor. Highway access (State, Federal and Local) is available to the near vicinity of all work areas. Rail facilities are available to the vicinity of the general work site via the Seaboard System Railroad and the Illinois Central Gulf Railroad.

(f) Vessel Traffic: The traffic using the borrow area to be dredged under these specifications is considered light to medium. The type of traffic consists principally of shrimp and oyster boats, gasoline launches and pleasure craft. There is ample room in the area to be dredged to accommodate traffic without undue interference with the dredging operations

SHEET REFERENCE NO.	DRAWING TITLE
(note: all drawings are dated: February 2000)	
X-1	COVER AND INDEX OF DRAWINGS
C-1	SITE PLAN TYPICAL BERM SECTION AND PROFILE
Y-1	SITE PLAN
Y-2	SITE PLAN
Y-3	SITE PLAN
Y-4	SITE PLAN
Y-5	SITE PLAN
Y-6	SITE PLAN
Y-7	SITE PLAN
Y-8	SITE PLAN
Y-9	SITE PLAN
Y-10	SITE PLAN
Y-11	SITE PLAN
Y-12	SITE PLAN
Y-13	BEACH SECTIONS
Y-14	BEACH SECTIONS
Y-15	BEACH SECTIONS
Y-16	BEACH SECTIONS
Y-17	BEACH SECTIONS
Y-18	BEACH SECTIONS
Y-19	BEACH SECTIONS
Y-20	BEACH SECTIONS

3. PHYSICAL DATA (APR 1984) FAR 52.236-4

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

SECTION 01000

ADDITIONAL SPECIAL CONTRACT REQUIREMENTS

INDEX

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
2. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
3. PHYSICAL DATA
4. TIME EXTENSIONS
5. RADIO TELEPHONE
6. PRECONSTRUCTION CONFERENCE
7. TRAFFIC CONTROL REQUIREMENTS
8. HAZARD ANALYSIS
9. PROJECT SIGN
10. BULLETIN BOARD
11. LAYOUT OF WORK
12. VARIATIONS IN ESTIMATED QUANTITIES - DREDGING
13. SCHEDULING OF WORK AND PAYMENTS
14. WAGE RATES

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

Refer to Section 00800 SPECIAL CONTRACT REQUIREMENTS for the contract completion time.

2. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

(a) The Contractor will be furnished without charge, (1) one set of reproducibles of the contract drawings, (2) 5 sets of specifications and (3) 5 sets of half-size drawings. The work shall conform to the specifications and the contract drawings listed in the technical provisions.

(b) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(c) The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer's representative of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

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Sheet ____ of ____

PROMPT PAYMENT CERTIFICATION AND SUPPORTING DATA FOR CONTRACTOR PROGRESS PAYMENT INVOICE

Contractor Name and Address	Contract No.	Est. No.	Date	Discount Terms
	Designated Contractor Offical and Address for Payment		Defective Invoice Notification (Name, Title, Telephone)	
Description and Location of Work				

Subcontractor Name	Total Amount Subcontracted	Subcontractor Amount Included This Payment Est	Previous Subcontractor Payments	Subcontractor Earnings Deducted by Contractor (Total to Date)
				$

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

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

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

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

(NAME)
(TITLE)

(DATE)

CESAM Form 1151
AUG 90

Information required by PPA Amend 1988.

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25. 52.0-4317 REQUIRED INSURANCE

The Contractor shall procure and maintain during the entire period of his performance under this contract, the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation."

Workmen's Compensation and Employers' liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of $100,000.

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of $200,000 per person and $500,000 per occurrence. property Damage Coverage with a minimum limit of $20,000 per occurrence.

Comprehensive General Liability Insurance:

Bodily injury coverage with minimum limits of $500,000 per occurrence.

END OF SECTION 00800