

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 12-Jun-2003	4. REQUISITION/PURCHASE REQ. NO. W22W9K-3113-0591		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE USA ENGINEER DISTRICT, LOUISVILLE ATTN: CELRL-CT 600 DR. MARTIN LUTHER KING PLACE ROOM 821 LOUISVILLE KY 40202		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACA27-03-B-0005	
			X	9B. DATED (SEE ITEM 11) 07-May-2003	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Subject Solicitation No. DACA27-03-B-0005, Upgrade Aircraft Parking/Ramp, Johnstown Air Reserve Station, Johnstown, PA, is amended as follows: The following items are clarifications to the solicitation: C-100 - Sheet revised-Note added to describe existing Mooring Points C-302 - Sheet revised-Outlet Structure detail modified to clarify dimensions of existing outlet structure & spillway C-510 - Sheet added to define larger manhole detail. This drawing is added to Section 00800, Para. 1.7(d) Sheet C-504 should read C-505 Bid Opening Date and Time remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		12-Jun-2003

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

SECTION 00800

SPECIAL CLAUSES

10/02

AMENDMENT 3

PART 1 GENERAL

1.1 REFERENCES - NOT USED

1.2 SUBMITTALS

Government approval/acceptance is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Small Tool Usage Plan ;

Labor, Equipment and Material Reports ; G, RE,

Pollution Prevention Plan ;

Updated Network Analysis ; G, RE

Quality Control Plan ; G, RE,

SD-05 Design Data

Equipment-in-Place List ;

Maintenance and Parts Data ;

SF1413 ;

Local Agency Check ;

Aggregate Sources ; G, RE

Purchase Orders ;

Notice of Soil Treatment ;

Progress Photographs ;

Waste Test Results Manifest ;

Site Plan ; G, RE

Dirt and Dust Control Plan ; G, RE

Construction and Demolition (C&D) Waste Management Plan ; G, RE

Activity Environmental Analysis ;

SD-07 Certificates

Warranties ;

Insurance ;

Updated Network Analysis ; G, RE

DA Form 3337 ; G, RE

SD-11 Closeout Submittals

As-Built Drawings ; G, RE

Mechanical Room Layout ; G, RE

Preliminary Network Analysis ; G, RE

Complete Network Analysis ; G, RE

Updated Network Analysis ; G, RE

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

2 Jan 96 *1

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, prosecute said work diligently, and complete the entire work ready for use not later than **480** calendar days after date of receipt of notice to proceed. The time stated for completion shall include as-built drawings, O&M manuals, operational tests/reports/training/instructions, equipment lists, and final cleanup of the premises. *1

1.4 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000) FAR 52.211-12.

Oct 00

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,800.00 for each calendar day of delay until the work is completed or accepted.

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

1.5 TIME EXTENSIONS (SEPT 2000) FAR 52.211-13

Oct 00

Time extensions for contract changes 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 related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide for an equitable readjustment of liquidated damages under the new completion schedule.

1.6 NOT USED

24 Feb 92

1.7 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001

19 Sept 2000

(May 2002)

a. At award, the Government will furnish the Contractor a compact disk containing all technical contract documents. This disk will include a complete set of drawing files and technical specification files which have all amendments incorporated. The disk will contain drawing files in CALS Type 4 format and technical specifications in PDF format.

The CALS files and the PDF files are being provided for the Contractor's use in printing hard copies of contract documents.

In addition, native CADD files and Specsintact files are provided in accordance with "AS-BUILT DOCUMENTS" paragraph for the Contractor's use in developing as-built plans and specifications.

b. The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

c. 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 that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

TABLE OF DRAWINGS

Drawing Code F-115-13-01

Drawing No.	Title (followed by drawing code if different from that shown above)	Latest Rev. No. & Date
GENERAL		
G-100	Cover Sheet	
G-200	Abbreviations	
G-300	Legends and Reference Symbology	
G-400	Haul Route	
G-500	Construction Phasing Plan	
GEOTECHNICAL		
B-100	Boring Location Plan	
B-101	Geologic Notes	
B-102	Boring Logs and Notes	
B-103	Boring Logs and Notes	
B-104	Boring Logs and Notes	
B-105	Boring Logs and Notes	
B-106	Boring Logs and Notes	
B-107	Boring Logs and Notes	
CIVIL		
C-001	Existing Site Plan	
C-100	Demolition Plan	
C-101	Demolition Plan	
C-200	Geometric Plan	
C-201	Pavement Layout	
C-202	Layout Plan	
C-203	Layout Plan	
C-204	Pavement Marking Plan	
C-205	Pavement Marking Plan	
C-206	Overall Pavement Plan	
C-207	Pavement and Elevation Plan	
C-208	Pavement and Elevation Plan	
C-209	Pavement and Elevation Plan	
C-210	Pavement and Elevation Plan	
C-211	Pavement and Elevation Plan	
C-212	Pavement and Elevation Plan	
C-213	Pavement and Elevation Plan	
C-214	Pavement and Elevation Plan	
C-215	Pavement and Elevation Plan	
C-216	Pavement and Elevation Plan	
C-217	Pavement and Elevation Plan	
C-218	Geometric Plan for C-5 Aircraft	
C-219	Layout and Pavement Marking Plan for C-5 Aircraft	
C-300	Grade and Drain Plan	

	C-301	Grade and Drain Plan	
#1	C-302	Grade and Drain Plan	
	C-400	Sediment and Erosion Control Plan	
	C-401	Sediment and Erosion Control Plan	
	C-500	Sediment and Erosion Control Notes	
	C-501	Sediment and Erosion Control Details	
	C-502	Sediment and Erosion Control Details	
	C-503	Pavement Details	
	C-504	Pavement Details	
	C-505	Pavement Details	
	C-506	Pavement Details	
	C-507	Pavement Details	
	C-508	Pavement Details	
#1	C-509	Details	
#3	C-510	Manhole Detail	#3
	ELECTRICAL		
	ED101	Electrical Demolition Site Plan	
	EA101	Electrical Site Plan	
	EA102	Electrical Site Grounding Plan	
	EA103	Electrical Site Lighting Design	
	EA501	Electrical Details	
	EA502	Electrical Details	
	EA503	Electrical Details	

1.8 AS-BUILT DOCUMENTS³ NOVEMBER 1998

1.8.1 General.

This section covers the completion of **as-built drawings** and as-built specifications, as a requirement of the contract.

1.8.1.1 As-Built Drawings

An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project because of modifications, changes, corrections to the project design required during construction, submittals and extensions of design. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings that are revised to be used for the "RECORD DRAWING AS-BUILTS".

1.8.1.2 As-Built Specifications:

As-built specifications are the construction specifications as modified by changes (contract mods, ACO approved variations from the construction specifications which did not result in contract mods).

1.8.2 Maintenance of Working As-Built Drawings

The Contractor shall revise 2 sets of paper prints by red-line process to show the as-built conditions during the prosecution of the project. These as-built marked prints shall be kept current on a weekly basis and available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly

recorded as they occur by means of details and notes. Changes must be reflected on all sheets affected by the change. The working as-built marked prints will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor before submission of each monthly pay estimate. The working as-built drawings shall show the following information, but not be limited thereto:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Additional as-built information that exceeds the detail shown on the Contract Drawings. These as-built conditions include those that reflect structural details, fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations and layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the original contract documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. All such shop drawing submittals must include, along with the hard copy of the drawings, CADD files of the shop drawings in a commercially available digital format, compatible with the Using Agency System (see paragraph "Computer Aided Design and Drafting (CADD) Drawings"). All shop drawings which require submittal of CADD files are indicated in the submittal register located at the end of this section.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. If fire protection and fire detection related systems are included in this project, the as-built drawings will include detailed information for all aspects of the systems including wiring, piping, and equipment drawings.

The Contractor will be provided files at the beginning of construction for use during the construction phase which are to be maintained during construction and for the preparation of as-builts. The Contractor shall enter changes and corrections on blue line prints on a weekly basis in accordance with Paragraph "Maintenance of Working As-Built Drawings" and update the CADD as-built drawings on a weekly basis. Both paper and electronic documents shall be available at all times and shall be provided promptly to the Contracting Officer when requested. The Contractor shall be responsible for backup of electronic files during construction and for controlling release of information.

1.8.3 Retainage

The Contractor shall include in his schedule of values, the cost of as-built document preparation. This value shall include all requirements of this clause:

- Maintenance of working as-built drawings
- Maintenance of working as-built specifications
- Conversion of submittals and other miscellaneous documents into electronic files
- Creation of "Record As-Built Drawings & Specifications" (either by CADD dwgs and Specsintact specifications or by manually prepared documents as specified herein.)
- Creation of a CD containing all required files.
- Submittal of as-built documents in the required media forms and numbers of copies

If the Contractor fails to maintain the working as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of bringing the as-built documents up to date. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of working as-built documents.

1.8.4 Preliminary Submittal

Six (6) weeks before occupancy of this facility by the Government, the Contractor shall submit one (1) set of the original working as-built drawings to the Contracting Officer for review and approval. These working as-built marked drawings shall be neat, legible and accurate. The review by Government personnel will be expedited to the maximum extent possible. Upon approval, the working as-built marked drawings will be returned to the Contractor for use in preparation of final as-built drawings. If upon review, the working as-built marked drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. The Contractor shall complete the corrections and return the working as-built marked drawings to the Contracting Officer within 10 calendar days.

1.8.5 Preparation of Final As-Built Drawings

Upon approval of the working as-built prints submittal, the Contractor will be furnished, by the Government, one set of contract drawings in CADD (if not previously provided) with all amendments incorporated, to be used for final as-built drawings. These contract drawings will be furnished in the format specified in paragraph "Computer Aided Design and Drafting" (CADD).

These drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, adding such additional drawings as may be necessary. These drawings are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility, after submission and approval of the working as-built drawings, he shall be responsible for the addition of these changes to the working as-built drawings and also to the final as-built documents.

1.8.6 Markings and Indicators

Changes shall be annotated with a triangle and sequential number at the following locations:

- a. bottom of the revised detail
- b. right hand and bottom border aligned with the revised detail
- c. the revision block of the title block.

Separate markings shall be made for each modification negotiated into the contract.

1.8.7 Preparation of Final As-Built Specifications

Final as-built specifications shall be prepared in Specsintact and the electronic files shall be placed on the same CD-ROM that contains the as-built CADD files, if applicable. The front sheet of the specifications shall contain an identification which clearly labels the specifications as representing as-built conditions and shall be dated with the date of the submittal.

1.8.8 Preparation of Other As-Built Documents

All other non-electronic documents which may include design analysis, catalog cuts, certification documents that are not available in native electronic format shall be scanned and provided in an organized manner in Adobe .pdf format.

1.8.9 Submittal of Final As-Built Documents

At the time of Beneficial Occupancy of the project, Final As-Built documents shall be provided to the Contracting Officer in the formats described in paragraph "Computer Aided Design and Drafting (CADD)".

1.8.10 Partial Occupancy

For projects where portions of construction are to be occupied or activated before overall project completion, including portions of utility systems, as-built drawings for those portions of the facility being occupied or activated shall be supplied at the time the facility is occupied or activated. This same as-built information previously furnished must also be shown on the final set of as-built drawings at project completion.

#1 1.8.11 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings (**Microstation J**) shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality to that of the originals. Line work, line weights, lettering, layering conventions, and symbols shall be the same as the original line work, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same guidance specified for original drawings. Three dimensional (3D) elements shall be placed in files in their proper locations when using 3D files with spatially correct elements. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD media files supplied by the Government. All work by the Contractor shall be done on files in the format in which they are provided. Translation of files to a different format, for the purpose of As-Built production, and then retranslating back to the format originally provided, will not be acceptable. These contract drawings will already be compatible with the Using Agency's system when received by the Contractor. The Using Agency uses Microstation J CADD software system. The media files will be supplied by the Contractor to the COR on ISO 9660 Format CD-ROM. The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make all required corrections, changes, additions, and deletions.

a. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm high. All other contract drawings shall be marked either "AS-BUILT" drawing denoting no revisions on the sheet or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

b. Revision markers defined in paragraph "Markings and Indicators" shall be placed as follows:

(1) at the detail, placed in the design file where the revised graphics are located and the revision was placed

(2) right hand and bottom border in the drawing sheet file
revision block of the title block in the drawing sheet file.

c. After receipt by the Contractor of the approved working as-built prints and the original contract drawings files the Contractor shall, within 30 calendar days, make the final as-built submittal. This submittal shall consist of 2 sets of completed final as-built drawings on separate media consisting of both CADD files (compatible with the Using Agency's system on electronic storage media identical to that supplied by the Government) and Mylars; 2 blue line prints of these drawings and the return of the approved marked working as-built prints. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with its CADD system.

All paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.8.12 NOT USED

1.8.13 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs in conjunction therewith, shall be considered a subsidiary obligation of the Contractor.

1.9 NOT USED

1.10 EQUIPMENT DATA

15 June 1990

Real Property Equipment.

Contractor shall be required to make an **Equipment-in-Place list** of all installed equipment furnished under this contract. This list shall include all information usually listed on manufacturer's name plate. The form is part of SPECIAL CLAUSES and is included following the SPECIAL CLAUSES, so to positively identify the piece of property. The list shall also include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, the following information shall be given: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. Furnish the list as one (1) reproducible and three (3) copies to the Contracting Officer thirty (30) calendar days before completion of any segment of the contract work which has an incremental completion date.

Maintenance and Parts Data.

The Contractor will be required to furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other publication which will show detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph above.

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

2 January 1996

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

Physical Conditions indicated on the drawings and in the specifications are the result of site investigations by surveys, borings, test pits and probings.

Weather Conditions. The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities, the nearest to this project being: Johnstown, PA.

Historical data for all areas may be obtained from:

U. S. Department of Commerce
National Climatic Center
Federal Building
Asheville, N. C. 28801

Transportation Facilities. Roads and railroads in the general area are shown on the drawings. Access ways shall be investigated by the Contractor to satisfy himself as to their existence and allowable use.

1.12 UTILITIES (APR 1984) FAR 52.236-14 (PARA. 1.12.A.(1) & 1.12.A.(2) ONLY).

15 June 1990

a. Availability and Use of Utility Services

(1) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

b. Alterations to Utilities

Where changes and relocations of utility lines are noted to be performed by others, the Contractor shall give the Contracting Officer at least thirty (30) days written notice in advance of the time that the change or relocation is required. In the event that, after the expiration of thirty (30) days after the receipt of such notice by the Contracting Officer, such utility lines have not been changed or relocated and delay is occasioned to the completion of the work under contract, the Contractor will be entitled to a time extension equal to the period of time lost by the Contractor after the expiration of said thirty (30) day period. Any modification to existing or relocated lines required as a result of the Contractor's method of operation shall be made wholly at the Contractor's expense and no additional time will be allowed for delays incurred by such modifications.

c. Interruptions of Utilities

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.

(2) Request for Permission to shut down services shall be submitted in writing to the Contracting Officer not less than seventeen (17) days before

date of proposed interruption. The request shall give the following information:

- (a) Nature of Utility (Gas, L.P. or H.P., Water, etc.)
- (b) Size of line and location of shutoff;
- (c) Buildings and services affected.
- (d) Hours and date of shutoff.
- (e) Estimated length of time services will be interrupted.

(3) Services shall not be shutoff until receipt of approval of the proposed hours and date from the Contracting Officer.

(4) Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or on non-work days of the Using Agency without any additional cost to the Government.

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

(6) Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.13 NOT USED

1.14 NOT USED

1.15 LINES, GRADES AND LIMITS

15 June 1990

The Contractor shall be responsible for all layout required to properly control the work under this contract as determined by the Contracting Officer. The Contractor shall also furnish at his own expense, all string line, nails, and materials and labor as may be required in laying out the work.

20 Feb 2002

1.16 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

15 June 1990

Within 7 days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a completed SF 1413, "Statement and Acknowledgment." The form shall include the subcontractor's acknowledgement of the inclusion in his subcontract of the clauses of this contract entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act-Overtime Compensation," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Withholding of Funds,"

"Subcontracts," "Contract Termination-Debarment," and "Payrolls and Basic Records." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government

1.17 SUPERINTENDENCE OF SUBCONTRACTORS

24 February 1992

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by CONTRACT CLAUSE: SUPERINTENDENCE BY THE CONTRACTOR.

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

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

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

1.18 IDENTIFICATION OF EMPLOYEES.

15 June 1990

a. The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

b. The Contractor is required to provide a **Local Agency Check** for each individual that will be working on this contract. See Paragraph "COMPLIANCE WITH POST/BASE REGULATIONS" for instructions.

1.19 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM

24 February 1992

The progress chart to be prepared by the Contractor pursuant to the clause entitled "Schedules for Construction Contracts," shall consist of a network analysis system as described below. In preparing this system the scheduling of construction is the responsibility of the Contractor. The requirement for the system is included to assure adequate planning and execution of the work and to assist the Contracting Officer in appraising the reasonableness of the proposed schedule and evaluating progress of the work.

The system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and the entire project in summary.

(1) Diagrams shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram will be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.

(2) Detailed network activities shown on a detailed or sub-network diagram shall include, in addition to construction activities, the submittal and approval of samples of materials and shop drawings, the procurement of critical materials and equipment, fabrication of special material and equipment and their installation and testing. All activities of the Government that affect progress and contract required dates for completion of all or parts of the work will be shown. The detail of information shall be such that duration times of activities will range from three (3) to thirty (30) days with not over two percent (2%) of the activities exceeding these limits. The activities which comprise the following separate buildings and features shall be separately identifiable by coding or use of sub-networks or both:

Building or feature

Minimum number of activities

The selection and number of activities shall be subject to the Contracting Officer's approval. Detailed networks, when summary networks are also furnished, need not be time scaled but shall be drafted to show a continuous flow from left to right with no arrows from right to left. The following information shall be shown on the diagrams for each activity: preceding and following event numbers, description of the activity, cost, and activity duration.

(3) Summary Network. If the project is of such size that the entire network cannot be readily shown on a single sheet, a summary network diagram shall be provided. The summary network diagram shall consist of a minimum of fifty activities and a maximum of one hundred and fifty activities, and shall be based on and supported by detailed diagrams. Related activities shall be grouped on the network. The critical path shall be plotted generally along the center of the sheet with channels with increasing float placed towards the top or bottom. The summary network shall be time scaled using units of approximately one-half inch equals one week or other suitable scale approved by the Contracting Officer. Weekends and holidays shall be indicated. Where slack exists, the activities shall be shown at the time when they are scheduled to be accomplished.

(4) The mathematical analysis of the network diagram shall include a tabulation of each activity shown on the detailed network diagrams. The following information will be furnished as a minimum for each activity:

(i) predecessor and successor activity identification (numbers shall be selected and assigned so as to permit identification of the activities with bid items):

(ii) activity description;

- (iii) estimated duration of activities (the best estimate available at time of computation);
- (iv) earliest start date (by calendar date);
- (v) earliest finish date (by calendar date);
- (vi) scheduled or actual start date (by calendar date);
- (vii) scheduled or actual finish date (by calendar date);
- (viii) latest start date (by calendar date);
- (ix) latest finish date (by calendar date);
- (x) slack or float;
- (xi) monetary value of activity;
- (xii) responsibility for activity (Prime Contractor, subcontractors, suppliers, Government, etc.);
- (xiii) manpower required;
- (xiv) percentage of activity completed;
- (xv) Contractor's earnings based on portion of activity completed; and
- (xvi) bid items of which activity is a part.

(5) The program or means used in making the mathematical computation shall be capable of compiling the total value of completed and partially completed activities and subtotals from separate buildings or feature listed in paragraph (2) above.

(6) In addition to the tabulation of activities, the computation will include the following data:

- (i) identification of activities which are planned to be expedited by use of overtime or double shifts to be worked including Saturdays, Sundays and holidays;

- (ii) on-site manpower loading schedule;

- (iii) a description of the major items of construction equipment planned for operations of the project. (The description shall include the type, number of units and unit capacities. A schedule showing proposed time equipment will be on the job keyed to activities on which equipment will be used shall be provided); and

- (iv) where portions of the work are to be paid by unit costs, the estimated number of units in an activity which was used in developing the total activity cost.

(7) The analysis shall list the activities in sorts or groups as follows:

- (i) by the preceding event number from lowest to highest and then in the order of the following event number;

- (ii) by the amount of slack, then in order of preceding event number;

- (iii) by responsibility in order of earliest allowable start dates; and

- (iv) in order of latest allowable start dates, then in order of preceding event numbers, and then in order of succeeding event numbers.

Submission and approval of the system shall be as follows:

(1) A preliminary network analysis defining the Contractor's planned operations during the first sixty (60) calendar days after notice to proceed will be submitted within ten (10) days. The Contractor's general approach for the balance of the project shall be indicated. Cost of activities expected to be completed or partially completed before submission and approval of the whole schedule should be included.

(2) The complete network analysis consist of the detailed network mathematical analysis (on-site manpower loading schedule, equipment schedule) and network diagrams shall be submitted within forty (40) calendar days after receipt of notice to proceed.

The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Contracting Officer. Any revisions necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within ten (10) calendar days after the conference. The approved schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the work and for reporting progress. If the Contractor thereafter desires to make changes in his method of operating and scheduling he shall notify the Contracting Officer in writing stating the reasons for the change. If the Contracting Officer considers these changes to be of a major nature he may require the Contractor to revise and submit for approval, without additional cost to the Government, all or the affected portion of the detailed diagrams and mathematical analysis and the summary diagram to show the effect on the entire project. A change may be considered of major nature if the time estimated to be required or actually used for an activity or the logic of sequence of activities is varied from the original plan to a degree that there is a reasonable doubt as to the effect on the contract completion date or dates. Changes which affect activities with adequate slack time shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when their cumulative effect might affect the contract completion date.

The Contractor shall submit at intervals of fifteen (15) calendar days a report of the actual construction progress by updating the mathematical analyses. Revisions causing changes in the detailed network shall be noted on the summary network, or a revised issue of affected portions of the detailed network furnished. The summary network shall be revised as necessary for the sake of clarity. However, only the initial submission or complete revisions need be time scaled. Subsequent minor revisions need not be time scaled.

The report shall show the activities or portions of activities completed during the reporting period and their total value as basis for the Contractor's periodic request for payment. Payment made pursuant to the General Provision entitled "Payments to Contractor" will be based on the total value of such activities completed or partially completed after verification by the Contracting Officer. The report will state the percentage of the work actually completed and scheduled as of the report date and the progress along the critical path in terms of days ahead or behind the allowable dates. If the project is behind schedule, progress along other paths with negative slack shall also be reported. The Contractor shall also submit a narrative report with the updated network analysis which shall include but not be limited to a description of the problem areas, current and anticipated, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

Sheet size of diagrams shall be 30 by 42 inches. Each updated copy shall show a date of the latest revision.

Initial submittal and complete revisions shall be submitted in six (6) copies.

Periodic reports shall be submitted in four (4) copies.

1.20 WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE 1 (APR 1984) FAR 52.246-211.

15 January 1998

a. General Requirements

(1) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 1.20.a.(10) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(a) Warranty Payment: Warranty work is a subsidiary portion of the contract work, and has a value to the Government approximating 1% of the contract award amount. The Contractor will assign a value of that amount in the breakdown for progress payments mentioned in the Contract Clause: Payments Under Fixed-Price Construction Contracts. If the Contractor fails to respond to warranty items as provided in paragraph 1.20.5, the Government may elect to acquire warranty repairs through other sources and, if so, shall backcharge the Contractor for the cost of such repairs. Such backcharges shall be accomplished under the Changes Clauses of the contract through a credit modification(s).

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

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

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

or

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

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

(5) The Contracting Officer shall notify the Contractor, in writing, (see para. 1.20.b.(3) and 1.20.e) within a reasonable time after the discovery of any failure, defect, or damage.

(6) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, (see para. 1.20.5) the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

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

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

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

(c) Provide names, addresses, and telephone numbers of all subcontractors, equipment suppliers, or manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections; and

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

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

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

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

(11) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

b. Performance Bond

(1) The Contractor's Performance Bond will remain effective throughout the construction warranty period and warranty extensions.

(2) In the event the Contractor or his designated representative(s) fails to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, may make demand for reimbursement of any or

all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(3) Following oral or written notification of required warranty repair work, the Contractor will respond as dictated by para. 1.20.e. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor as outlined in the paragraph 1.20.b.(2) above.

c. Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this clause. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with other portions of this provision.

d. Equipment Warranty Identification Tags

(1) The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

(a) The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

(b) Sample tags shall be submitted for Government review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

(c) Tags for Warrantied Equipment: The tag for this equipment shall be similar to the following. Exact format and size will be as approved.

EQUIPMENT WARRANTY
CONTRACTOR FURNISHED EQUIPMENT

MFG

MODEL NO.

SERIAL NO.

CONTRACT NO.

CONTRACTOR NAME

CONTRACTOR WARRANTY EXPIRES

MFG WARRANTY(IES) EXPIRE

EQUIPMENT WARRANTY
GOVERNMENT FURNISHED EQUIPMENT

MFG MODEL NO.

SERIAL NO.

CONTRACT NO.

DATE EQUIP PLACED IN SERVICE

MFG WARRANTY(IES) EXPIRE

(d) If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration date will be determined as specified by para. 1.20.1.

(2) Execution. The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment.

(3) Payment. The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment. The Contractor will assign a value of that amount in the breakdown for progress payments mentioned in the Contract Clause: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.

(4) Equipment Warranty Tag Replacement. As stated in para. 1.20.1.4, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

e. Contractor's Response to Warranty Service Requirements. Following oral or written notification by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, the Contractor shall respond to warranty service requirements in

accordance with the "Warranty Service Priority List" and the three categories of priorities listed below.

First Priority Code 1 Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority Code 2 Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

Third Priority Code 3 All other work to be initiated within 5 work days and work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

Code 1 Air Traffic Control and Air Navigation Systems and Equipment.

Code 1 Doors
a. Overhead doors not operational.

Code 1 Electrical
a. Power failure (entire area or any building operational after 1600 hours).
b. Traffic control devices.
c. Security lights.

Code 2 Electrical
a. Power failure (no power to a room or part of building).
b. Receptacle and lights.
c. Fire alarm systems.

Code 1 Gas
a. Leaks and breaks.

Code 1 Heat
d. Area power failure affecting heat.

Code 1 Intrusion Detection Systems
Finance, PX and Commissary, and high security areas.

Code 2 Intrusion Detection Systems
Systems other than those listed under Code 1.

Code 2 Water (Exterior)
No water to facility.

(1) Should parts be required to complete the work and the parts are not immediately available, the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The

Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

1.21 NOT USED

1.22 NOT USED

1.23 SALVAGE MATERIALS AND EQUIPMENT.

24 February 1992

The Contractor shall maintain adequate property control records for all materials or equipment specified in Section 02220 to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

1.24 NOT USED

1.25 NOT USED

1.26 PROJECT SIGN

1 August 1996

General. The Contractor shall furnish and erect at the location directed one project sign.

Exact placement location will be designated by the Contracting Officer. The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing.

All legends are to be painted in the sizes and styles as specified by the graphic formats shown at the end of this section. The signs (including back and edges), posts and braces shall be given two coats of Benjamin Moore No. 120-60 poly-silicone enamel or approved equal before lettering. The 4' x 4' right section of the project sign shall be white with black lettering. The upper 2' x 2' left section of the project sign shall be communication red (CR) with white lettering. The lower 2' x 2' left section of the project sign shall be black with white lettering (matching local sponsor's colors). Paint colors shall be as follow:

Black -	Federal Standard 595a	Color Number 27038
White -	Federal Standard 595a	Color Number 27875

Red - PANTONE 032

An example of the sign including mounting and fabrication details are also provided at the end of this section.

Name of the project shall be as follows:

Upgrade Aircraft Parking/Ramp
Johnstown, PA

Name of the designer shall be as follows:

The Mason & Hanger Group, Inc.
300 West Vine Street
Suite 1300
Lexington, KY 40507

Name of local sponsor shall be as follows:

99th RSC
99 Soldiers Lane
Coroapolis, PA

Erection and Maintenance.

a. The signs shall be erected at the designated location(s). Signs shall be plumb and backfill of post holes shall be well tamped to properly support the signs in position throughout the life of the contract. The signs shall be maintained in good condition until completion of the contract, shall remain the property of the Contractor, and shall be removed from the site upon completion of work under the contract.

b. The Corps of Engineers logo and the local sponsor's logo will be provided by the Contracting Officer.

Payment. No separate payment will be made for furnishing and erecting the project signs as specified and costs thereof shall be considered a subsidiary obligation of the Contractor.

1.27 NOT USED

1.28 WAGE RATES

1 February 1995

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all classes of laborers and mechanics actually employed to perform work under the contract will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

Wage decisions included are: PA020004

1.29 PURCHASE ORDERS

15 June 1990

Five copies of all purchase orders, for items requiring shop inspection, showing firm names and addresses, shall be submitted to the Contracting Officer when orders for materials are placed. Orders shall be so worded or marked that each item, piece or member can be definitely identified on the drawings. Purchase prices are not necessary and may be obliterated from the copies of the purchase orders furnished.

1.30 INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY.

15 June 1990

a. The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads, shall be repaired to as good a condition as they were prior to the beginning of work and to the satisfaction of the Contracting Officer.

b. The Contractor shall provide and maintain as may be required by the State of Pennsylvania, Department of Transportation, proper barricades, fences, danger signals and lights, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect life, property and structures, and shall be liable for and hold the Government free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

1.31 SEQUENCE OF WORK.

15 September 1995

SCHEDULING OR WORK DURING THE PERIOD 18 DECEMBER THROUGH 1 JANUARY MUST BE APPROVED BY OCCUPANTS. THE GOVERNMENT GIVES NO ASSURANCE OF SMOOTH WORK FLOW DURING THIS TIME. THERE ARE SIGNIFICANT NUMBERS OF OCCUPANTS ON LEAVE AND AWAY FROM QUARTERS AND OTHERS WHO WISH TO NOT BE DISTURBED DURING THIS PERIOD DUE TO FAMILY OBLIGATIONS. ANY ATTEMPT TO SCHEDULE WORK DURING THIS PERIOD IS AT THE CONTRACTOR'S RISK.1.32 GOVERNMENT FIELD OFFICE FACILITIES AND SERVICES.

1 August 1996

1.32.1 Resident Engineer's Office

The Contractor shall provide the Government Resident Engineer with an office, approximately 18.58 sm in floor area, located where directed, and providing space heat, air conditioning, electric light and power, toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. A mail slot shall be provided in the door, or an apartment-type lockable mail box mounted on the surface of the door. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. All utility connections shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer. If a window style air conditioner is used then the refrigerant shall be one of the fluorocarbon gases that is in accordance with FS BB-F-1421 and has an Ozone Depletion Potential (ODP) of less than or equal to 0.05. Provide air conditioning, drawing rack, drawing table, conference table, 2 desks or desk spaces, chairs, one legal size four drawer filing cabinet, plain paper fax (access to Contractor's is acceptable),

copier with duplex (access to Contractor's is acceptable), phone service (2 lines including local and long distance service), drinking water cooler with service, weekly janitorial service.1.32.2 Trailer-Type Mobile Office (Contractor's Option)

In lieu of constructing, maintaining and, at end of construction period, removing a temporary type field office, the Contractor may, at his option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

1.33 COMPLIANCE WITH POST/BASE REGULATIONS.

1 August 1996

a. The site of the work is on a military reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, sanitary requirements, pollution control and traffic regulations, shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining same from appropriate authorities.

b. Contractor personnel shall park only in areas authorized by the Contracting Officer.

1.34 EQUIPMENT AND OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

EFAR 52.231-5000.

20 March 1997

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

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

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

common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

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

e. Whenever a modification or equitable adjustment of contract price is required, the contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of SPECIAL CONTRACT REQUIREMENT: EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the office of the District Engineer, Room 821, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky, or a copy may be ordered from the Government Printing Office at a cost of \$11.00 by calling telephone no. (301) 953-7974.

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10	008-022-00263-4
11	008-022-00264-2
12	008-022-00265-1

1.35 LABOR, EQUIPMENT, AND MATERIAL REPORTS

15 June 1990

Daily Equipment Report. The Contractor shall submit a daily report of all Contractor-owned or rented equipment at the jobsite. A similar report is required for all subcontractor equipment. The subcontractor's report may be separate or included with the Contractor's report provided the equipment is adequately identified as to ownership. The required equipment report shall include each item of equipment (hand-operated small tools or equipment excluded) on the job and shall specifically identify each item as to whether it is Contractor-owned or rented, shifts, hours of usage, down time for repairs, and standby time. Identification of the equipment shall include make, model and plant number of all items. Separate identification by a key sheet providing these data may be utilized with the daily report indicating the type of equipment and the equipment plant numbers. The format of the Daily Equipment Report will be as approved by the Government in the field.

Labor, Equipment & Material Reports for Extra Work/Cost. A Report shall also be submitted by the Contractor listing any labor, equipment and materials expended on and/or impacted by any change order directed by the Government and for which total price/time agreement has not been reached. These requirements also apply to subcontractors at any tier. The same Report is required at any time the Contractor claims or intends to claim for extra costs whether or not there is Government recognition (constructive changes). This requirement is in addition to any Contractor "Notice" or "Reservation of Rights". Submittal of such a report will not be construed as satisfying the "Notice" required under the "Changes" clause or any other clause. But, absence of such Reports submitted to the Government contemporaneously with the alleged extra work/cost will be considered as evidence that no such extra work/cost occurred that are chargeable to the Government.

The Report shall be detailed to the degree required by the Government in the field and shall contain the following as a minimum:

- a. The cause of the extra labor, equipment or materials costs.
- b. For extra labor - Indicate crew, craft, hours, location and cost. Describe nature or type of extra costs, i.e, extra work, overtime, acceleration, interference, reassignment, mobilizations and demobilizations, supervision, overhead, type of inefficiency, etc.
- c. For extra equipment - Indicate type and description, hours, location, cost; whether working, idle, standby, under repair, extra work involved, etc.
- d. For extra materials - Indicate type and description, where used, whether consumed, installed or multi-use, quantity, cost, extra work involved, etc.
- e. Affected activities - Relate to Contract Schedule (Network Analysis); demonstrate whether delay or suspension is involved.
- f. Segregate all entries by prime and each subcontractor.
- g. Summarize costs daily and by cumulative subtotal or with frequency required by the Government.

This report will not be considered as evidence that any of the alleged extra costs actually occurred. The report will be used to check against over obligation of funds for change orders directed prior to price/time agreement and to track alleged extra costs the Contractor considers otherwise chargeable against the Government. The Government may respond at any interval to either challenge, amend or confirm the report. Absence of a Government response is not to be considered acquiescence or denial. The Government may order work stoppage if deemed necessary to avoid overobligation of funds. The frequency of the report shall be daily or as otherwise approved by the Government representative in writing.

1.36 NOT USED

1.37 NOT USED

1.38 NOT USED

1.39 PROGRESS PHOTOGRAPHS

18 Nov 1999)

The Contractor shall, during the progress of the work, furnish the Contracting Officer digital photos (furnished on CD-ROM) depicting construction progress. The photographic work furnished shall be commercial quality as determined by the Contracting Officer. The photography shall be performed between the first and fifth of each month and the photographs, delivered to the Contracting Officer not later than the 15th of each month taken. A maximum of six views from different positions shall be taken as directed to show, inasmuch as possible, work accomplished during the previous month. At least one set of photographs will be made at completion of the contract, after final inspection by the Contracting Officer. Each photograph shall be identified on the face of the picture or the border of the slide giving date made, contract title and number, location of work, as well as a brief description of work depicted. No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

1.40 NOT USED

1.41 INSURANCE --WORK ON A GOVERNMENT INSTALLATION (SEP 1989) FAR 52.228-5.

17 July 1992

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.

(1) Coverage complying with State laws governing insurance requirements, such as those requirements pertaining to Workman's Compensation and Occupational Disease Insurance. Employer's Liability Insurance shall be furnished in limits of not less than \$100,000.00 except in states with exclusive or monopolistic funds.

(2) Comprehensive General Liability Insurance for bodily injury coverage shall be furnished in limits of not less than \$500,000 per occurrence.

(3) Comprehensive Automobile Liability Insurance for both bodily injury and property damage, shall be furnished in limits of not less than \$200,000.00 per person, \$500,000.00 per accident for bodily injury, and \$20,000.00 per accident for property damage. When the Financial Responsibility or Compulsory Insurance Law of the State, requires higher limits, the policy shall provide for coverage of at least those higher limits.

Before commencing work under this contract, the Contractor shall submit to the Contracting Officer in writing that the required insurance certification 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.

The Contractor shall insert the substance of this clause, including this paragraph, 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.

1.42 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM

March 2002

RMS shall be maintained in accordance with Section 01312A QUALITY CONTROL SYSTEM (QCS).

1.43 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15

(31 OCT 89)

2 January 1991

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

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

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

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

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(16)	(13)	(08)	(06)	(05)	(04)	(04)	(04)	(04)	(04)	(07)	(13)

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated listed above, the

Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.44 USE OF INCLINOMETER FOR LONG BED DUMP TRUCKS (DACF BULLETIN 25 MARCH 1993)

4 June 1993

The recommendation of EM 385-1-1, Section 16.B.15, is mandatory for this project.

1.45 AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1).

17 May 2000

As covered by CONTRACT CLAUSE "ACCIDENT PREVENTION", compliance with EM 385-1-1 is a requirement for this contract. Copies may be purchased for \$31.00 each at the following address:

United States Government Bookstore
Room 118, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4003
Telephone: (412) 395-5021 FAX: (412) 395-4547

Or downloaded from the following website:

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

1.46 FIRE PROTECTION DURING CONSTRUCTION (MIL-HDBK-1008C PARA. 1.6)

15 April 1991

The Contractor is alerted to the requirements of Contract Clause "CLEANING UP" and more specifically to the requirements for fire protection during construction spelled out in EM 385-1-1 and NFPA No. 241 Building Construction and Demolition Operations. This item must be covered in the submittal required under Contract Clause "ACCIDENT PREVENTION".

1.47 HAUL ROADS

2 Jan 1996

Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

a. One-way haul roads for off-the road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 ft. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 ft. When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 ft. may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman and an effective means of speed control.

b. Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 ft. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30 ft.

c. Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

d. Grades and curves shall allow a minimum sight distance of 200 ft. for one-way roads and 300 ft. for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 ft. above the road surface) can see an object 4.5 ft. above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

e. Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 ft.

f. Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 ft. on curves and 200 ft. maximum elsewhere. Such markers shall extend 6 ft. above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

1.48 NOT USED

1.49 NOT USED

1.50 CONSTRUCTION HAZARD COMMUNICATION

1 November 1991

The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1926.59). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace. The standard has five requirements, and every hazardous or potentially hazardous substance used or stored in the work area is subject to all five. They are:

(1) Hazard Evaluation. Any company which produces or imports a chemical or compound must conduct a hazard evaluation of the substance to determine its potential health or physical hazard. The hazard evaluation consists of an investigation of all the available scientific evidence about the substance. The Contractor is required to assure that all producers (manufacturer/distributors) have performed these evaluations and transmit the required information with any hazardous materials being used or stored on the project site. From the hazard evaluation, a substance may be classified as a health hazard, or a physical hazard. These classifications are then further broken down according to type:

Health Hazards

Carcinogens
Irritants
Sensitizers
Corrosives
Toxic substances
Highly toxic
substances

Physical Hazards

Combustible liquids
Compressed gases
Explosives
Flammables
Organic peroxides
Unstable substances
Water-reactive

Substances harmful to specific organs or parts of the body substances

(2) Warning Labels. If a chemical is hazardous or potentially hazardous, the producer or importer must affix a warning label to every container of that chemical before it leaves his facility. The Contractor must assure these labels are attached and legible. The label must identify the chemical, state the hazard, and give the name and address of the producer or importer. If the hazardous substance is transferred to another container, that container must then be labeled, tagged, or marked with the name of the chemical and the appropriate hazard warning. Warning labels should be replaced immediately if they are defaced or removed.

(3) Material Safety Data Sheets. The producer or importer must also supply a material safety data sheet (MSDS). The Contractor must keep these available in the work area where the substance is used, so that the people using the substance can easily review important safety and health information, such as:

The hazard possible from misuse of the substance
Precautions necessary for use, handling, and storage
Emergency procedures for leaks, spills, fire and first aid
Useful facts about the substance's physical or chemical properties

(4) Work Area Specific Training. Because of hazardous substance may react differently depending on how it is used or the environment of the work area, the Contractor must conduct work area specific training; special training which takes the Contractor's operations, environment, and work policies into consideration. Work area training presents:

The hazardous substances which are present in the work place and the hazards they pose

Ways to protect against those hazards, such as protective equipment, emergency procedures, and safe handling

Where the MSDS's are kept, and an explanation of the labeling system
Where the Contractor's written Hazard Communication Program is located

(5) The Written Hazard Communication Program. In accordance with OSHA requirements, the Contractor must prepare a written Hazard Communication Program. This document will be included in the Contractor's Accident Prevention Plan. This document states how the Contractor plans to ensure that hazardous materials are appropriately labeled, how and where MSDS's will be maintained, and how employees will be provided with specific information and training.

1.51 NOT USED

1.52 NOT USED

1.53 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7013 (JUN 1995).
20 March 1997

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-priced contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the right to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restrictions; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another part, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include

computer software or data incidental to contract administration, such a financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data.

The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentations):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Market with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data.

All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data.

The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of the clause, technical data that the Contractor assets should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (see Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical Data to be Furnished With Restrictions*	Asserted Basis for Assertion**	Name of Person Rights Category***	Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such terms, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's right should be restricted.

***Enter asserted rights category (e.g. government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements.

The Contractor, and its subcontractor or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause: the limited rights legend at paragraph (f)(3) of this clause: or the special license rights legend at paragraph (f)(4) of this clause, and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions.

The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings.

Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings.

Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above name Contractor.

(End of legend)

(4) Special license rights markings.

(I) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____)Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause)_.

(5) Pre-existing data markings.

If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records.

Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause, and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings.

The rights and obligations of the parties regarding the validation of restrictive markings or technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings.

A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive

Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(I) Relation to patents.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other with otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(I) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(I) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the

Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

1.54 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGEND DFARS 252.227-7025 (JUN 1995)

2 January 1996

(a)(1) For contracts requiring the delivery of technical data, the terms, "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends.

The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends.

The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom

disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends.

The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be release or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data of software.

(c) Indemnification and creation of third party beneficiary rights.

The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

1.55 NOT USED

#1 1.56 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995) EFARS 52.212-5001.
2 JAN 1996

The Variation is Estimated Quantities clause is applicable to Bid Item No. 4.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Bid Item No. 4 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with clause FAR 52.212-11, Variation in Estimated Quantities.

(c) If the quantity of work performed under Bid Item No. 4 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under

that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Bid Item No. 4 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of the contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

1.57 PARTNERING

August 1996

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the 99th RSC, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

1.58 ACTIVITY ENVIRONMENTAL ANALYSIS

1 February 1995

Before starting any major phase of the work, an Activity Environmental Analysis shall be developed by the contractor and reviewed with the Government Representative. A major phase of the work is defined as an operation involving a type of work not previously experienced which presents possible sources of adverse environmental effects. This analysis will evaluate potential environmental consequences of the activity and the techniques which will be utilized to accomplish the work in an acceptable manner. This analysis includes: (1) the phase or activity of work; (2) the potential environmental consequences of the activity; (3) precautionary actions to prevent adverse environmental impacts; (4) actions in the event of an environmental incident; and (5) the appropriate reference to Federal, State, or Local standards, regulations, or laws.

1.59 CONSTRUCTION AND DEMOLITION (C&D) WASTE MANAGEMENT PLAN

16 July 1999

a. The Contractor is required to submit for government approval a detailed C&D Waste Management Plan within 30 days after contract award and prior to initiating any site clearance or C&D work.

b. Specific elements to be addressed in the plan are as follows:
Designated individuals on the contractor's staff who are responsible for C&D waste prevention and management.

(1) Actions that will be taken to reduce solid waste generation (including use of more efficient facility design and construction processes, reduced packaging and packing materials, supplier take-back programs, etc.). Description of the specific approaches to be used in recycling/reuse of the various materials generated, including, as appropriate, the specification of areas and equipment to be used for processing, sorting, and temporary storage of C&D wastes.

(2) Characterization of the waste to be generated during the C&D project, to include types and quantities of waste materials. The characterization should address site waste materials, building materials, packaging, packing, wastes generated by construction equipment, wastes generated by site offices, and wastes generated by the workforce on-site.

(3) Landfill and/or incinerator name, tipping fee amounts, projected cost of disposing of all trash and waste materials in the landfill/incinerator, as if there would be no salvage or recycling on the project.

(4) Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and public arts programs that accept used materials (e.g., Habitat For Humanity, national materials exchange networks).

(5) A list of specific waste materials that will be salvaged for resale, salvaged and reused, and recycled; the recycling facilities that will be utilized; and copies of their permits and/or registrations.

(6) Identification of materials that cannot be recycled/reused with a written justification. All disposed materials including anticipated hazardous wastes must include names of haulers and disposal sites, and copies of their permits and/or registrations.

(7) Anticipated net cost savings determined by subtracting contractor program management costs and the cost of salvage (deconstruction), separating, and recycling from the following:

- (1) revenue from the sale of salvaged products and materials;
- (2) revenue from the sale of recycled products and materials;
- (3) revenue from the return of materials; and
- (4) incineration and/or landfill tipping fees saved due to diversion of materials.

(8) The plan must cover the following materials if the material is applicable to the specific project.

Asphalt	Gypsum
Concrete	Plastic
Soil	Polystyrene
Metal	Porcelain
Wood	Corrugated cardboard
Brick	Carpet

c. Firms and facilities used by the contractor for recycling, reuse, and disposal shall be appropriately permitted for the contractor's intended use, to the extent required by federal, state, and local regulations. The contractor shall maintain records of disposition of the materials, including all copies of manifests, origin, and disposal forms, and bills of lading. All facility, landfill, and hauler permits showing USEPA and state registration numbers shall be maintained and shall be available to the contracting officer when requested.

d. The Contracting Officer shall review the C&D waste management plan in coordination with the environmental office within 7 calendar days of submittal. Where the contracting officer determines that the contractor has

diligently explored all feasible methods to reduce C&D waste, the plan shall be approved, or approved with comment. Where it is determined that the contractor has not diligently explored all feasible methods, the contracting officer shall request a resubmittal.

e. All revenues generated by reusing, returning, salvaging, or recycling materials, as well as costs avoided by reduced tipping and incineration fees as compared to conventional disposal shall accrue to the contractor's benefit and be reported to the Contracting Officer. Where an on-site Army C&D landfill is the only available disposal facility, the Contractor will be charged the prevailing commercial rate.

1.60 DAMAGE TO WORK (ORL)

15 June 1990

The responsibility for damage to any part of the permanent work shall be as set forth in CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to CONTRACT CLAUSE: CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.61 NOT USED

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- 1.82 POLLUTION PREVENTION PLAN 27 AUGUST 2001 (VERSION II)

In accordance with the National Pollutant Discharge Elimination System (NPDES) Permit, a Pollution Prevention Plan has been developed as part of this project. This plan has been developed to meet the erosion and sediment control requirements for the State of Pennsylvania. The Contractor will implement the Pollution Prevention Plan (PPP) that was prepared by the U.S. Army Corps of Engineers as shown on the plans, and as directed in these specifications. This (PPP) which will be provided to the contractor as part of these documents must be implemented in accordance with the NPDES permit. A Notice of Intent (NOI) has been prepared by the U.S. Army Corps of Engineers and submitted to the State of Pennsylvania. Commencement of any construction activity (ground disturbing activity) by the contractor shall not begin until 48-hours after the NOI letter has been postmarked. The Contractor shall maintain a copy of the State compliance letter, NPDES Permit and PPP at the construction site. Any changes made to the PPP must be documented and approved by the Contracting Officer.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

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