

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. No. 1	3. EFFECTIVE DATE 8 OCT 85	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) Spec. 05-85-6351
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6. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542	CODE 406	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(f)	9A. AMENDMENT OF SOLICITATION NO. X N62470-85-B-6351
		9B. DATED (SEE ITEM 11) NOT YET ISSUED
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers 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 _____ 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.

(v)	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)

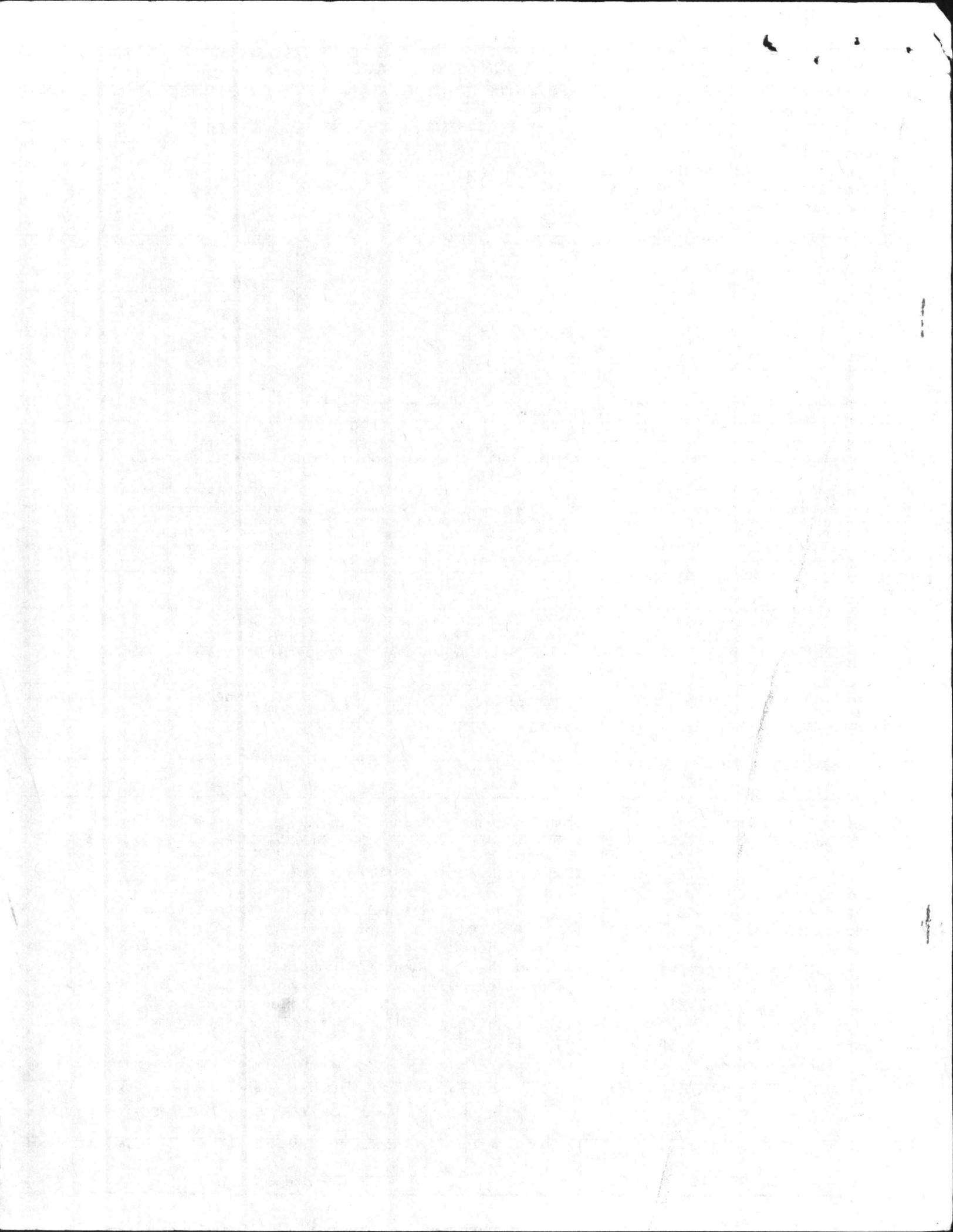
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 INTERIOR PAINTING AND FINISHED SURFACE PREPARATION OF FAMILY HOUSING
 at the MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

SECTION 00101. Instructions to Bidders
 22. SCHEDULE OF WORK: After completion of "Part III", insert the following:
 "23. AVAILABILITY OF FUNDS (APR 1984): Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (SS 7-104.91(a) 1962 SEP)"

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) C. A. JOHANNESMEYER, CDR, CEC, USN		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 8 OCT 85



NOTICE:

BIDS TO BE OPENED AT 2:00 P.M.
19 NOV 1985 at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-85-B-6351

NAVFAC SPECIFICATION
NO. 05-85-6351

INTERIOR PAINTING AND FINISHED SURFACE PREPARATION
OF FAMILY HOUSING

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

and

MARINE CORPS AIR STATION, NEW RIVER
JACKSONVILLE, NORTH CAROLINA

DESIGN BY:

Design Branch, Public Works Division
Marine Corps Base, Camp Lejeune, North Carolina

SPECIFICATION

PREPARED BY:

J. H. Fitch
M I. Kimball
M. L. Phillips
September 19, 1985

APPROVED BY:

E. L. Rouse, P.E., Director
Design Branch, Public Works Division

C. A. Johannesmeyer, Commander, CEC, U. S. Navy
for Commander, Naval Facilities Engineering Command

05-85-6351

April 1985

CONTENTS

This Invitation for Bids, IFB No. N62470-85-B-6351, consists of the following documents:

(I) Bidding Instructions

- (1) Solicitation, Offer and Award (Standard Form 1442 (Rev. 4-85))
- * (2) Instructions to Bidders (Construction Contract) April 1985

(II) Bid Submittal Documents

- (1) Solicitation, Offer and Award (Standard Form 1442 (Rev. 4-85))
- * (2) Representations and Certifications, April 1985
- (3) Bid Guaranty (Standard Form 24 (Rev. 10-83))

(III) Contract Documents

- (1) Solicitation, Offer and Award (Standard Form 1442 (Rev. 4-85))
- (2) Performance Bond (Standard Form 25 (Rev. 10-83))
- (3) Payment Bond (Standard Form 25A (Rev. 10-83))
- * (4) Contract Clauses (Construction Contract) April 1985
- (5) Labor Standards Provisions, November 1979 (Rev. 8-83)
- * (6) NAVFAC Specification No. 05-85-6351
- (7) Drawings identified in Section 01011 of the Specification
- ** (8) Wage Determination, Secretary of Labor Decision No. NC83-1081
Residential Construction

* These items are bound within the Specification at the front

** The Wage Determination is attached as the last page of the Specification

NOTE: All other items are attached on top of the Specification

NOTE: INQUIRIES

PLANS AND SPECIFICATIONS: Questions regarding the plans and Specification occurring prior to bid opening shall be presented to the Public Works Design Division, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina 28542, telephone (919) 451-5507. Questions requiring interpretation of drawings and the Specification must be submitted at least ten days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment only, and unless so done, all bidders should base their bids on the plans and Specification as issued.

BIDDING PROCEDURES: All questions concerning the bidding procedures shall be presented to OICC-ROICC Contract Branch, Room 26, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone (919) 451-2582.

05-85-6351

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- SECTION 00101. Bidding Information
- Contract Clauses
 - Representations and Certifications

DIVISION

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- 01011. Additional General Paragraphs
- 01040. Cutting and Patching
- 01401. Contractor Inspection System
- 01560. Environmental Protection

2. DETAILED REQUIREMENTS

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- 09900. Scope of Painting/Refinishing Work and Maximum Lead Content

PART I - PAINTING AND SURFACE PREPARATION

SECTION

- 09920. Painting
- 09925. Floor Waxing

PART II - REFINISHING

SECTION

- 09930. Refinishing of Natural Finish Woodwork Items, Wood Floors, Stairs and Landings
- 09931. Sanding and Refinishing of Hardwood Floors, Landings and Stairs

PART III - SPECIAL PREPARATION OF SURFACES

SECTION

- 09150. Plaster Repairs
- 09250. Gypsum Board Repairs

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SECTION 00101
Instructions to Bidders
(Construction Contract)

NOTE: SOLICITATION DEFINITIONS - SEALED BIDDING (APR 1985)

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.
(FAR 52.214-1).

1. BIDS:

(a) Instructions to Bidders and Standard Form 1442 (Solicitation, Offer, and Award) shall be observed in the preparation of bids. Bidders shall affix their names and return addresses in the upper left corner of the bid envelope. Envelopes containing bids must be sealed.

(b) Bids shall be submitted in triplicate on Standard Form 1442 (4-85) and, for bids of \$25,000 or greater, shall be accompanied by a bid guarantee as stipulated in paragraph 10, Bid Guarantee. Bid security shall be in the sum of 20% of the largest amount for which award can be made under the bid submitted, but in no case to exceed 3 million dollars. The bid guaranty bond shall be accompanied by a verifax or other facsimile copy of the agent's authority to sign bonds for the surety company.

(c) The basis of bid shall be the total price for the Schedule of Work items:

BID ITEM 1: Price for the entire work, complete in accordance with the drawings and the Specification.

NOTES: 1. Bid Item 1 is used only for the purpose of determining the low bidder and not for establishing the overall contract price. This is an indefinite quantity contract with no fixed contract price. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, or his properly authorized representative, who will issue written work orders to the Contractor. The only work authorized under this contract is that which is performed upon receipt of such a work order. The Government makes no representation as to the number of work orders or actual amount of services which will in fact be required. However, during the term of this contract, a minimum of services which equals 30% of the amount bid will be ordered. Amount of work to be ordered shall not exceed a maximum of 200% of the amount bid.

2. The Contractor who submits the lowest cost for the Base Bid is determined to be the low bidder. This price shall be obtained by entering the proposed unit price for each item as listed in Schedule of Prices, multiplying it by the estimated quantity, and entering the mathematical extension in the subtotal column. Bidders shall submit a completed Schedule of Work with their bids.

3. Evaluation of Bids: The contract price for the purpose of determining the low bidder will be computed by multiplying the unit price under each item specified in the "Schedule of Work" by its respective estimated quantity and totaling the products of such multiplication. Award if made, will be made to the low responsible bidder based upon such computation. Separate awards on individual bid items will not be made.

4. Unit Price: Bidders shall enter the unit price and the extended total in the space provided and on the offer portion of Standard Form 1442. Should there be a discrepancy between the unit price and the extended price, the unit price shall govern. If the total price is provided without a unit price, the total divided by the specified quantity will be held to be the intended unit price. Unit prices shall include any applicable equipment and mobilization as well as all mark-up factors, such as sales tax, labor tax, insurance, overhead bond premiums and profit. The Schedule of Work shall be submitted with the bid. Failure to do so may be cause for rejection of the bid. Upon award, the Schedule of Work shall be a part of the contract and provide the basis for payment.

(d) All hand delivered bids must be deposited with personnel in the Contract Branch, Room No. 26, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina 28542, prior to the time and date set for bid opening. Any bids submitted by hand after the time set for receipt will not be accepted.

2. PRE-BID SITE VISITATION. To inspect the site of the work prior to bid opening, an appointment must be made with the Officer in Charge of Construction, Jacksonville, North Carolina Area, telephone 919-451-2581.

3. CONDITIONS AFFECTING THE WORK. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

4. RATED OR AUTHORIZED CONTROLLED MATERIAL ORDERS (APR 1984). Contracts or purchase orders to be awarded as a result of this solicitation shall be assigned a _____ DX rating; DO-C2 rating; _____ DMS allotment number in accordance with Defense Priorities System Regulation 1 and/or Defense Materials System Regulation 1. (FAR 52.212-7)

5. EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984). Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be

binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. (FAR 52.214-6)

6. AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATION AND STANDARDS (DODISS) (APR 1984). Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. In case of urgency, telephone or telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication. (FAR 52.210-2)

Commanding Officer
U.S. Naval Publication and Forms Center
5801 Tabor Avenue
Philadelphia, Pennsylvania 19120
Telex Number 834295
Western Union Number 710-670-1685
Telephone Number (215) 697-3321

AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD DIRECTIVE 5000.19-L, VOLUME II, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (JUN 1977). The specifications, standards, plans, drawings, descriptions and other pertinent documents cited in this solicitation may be obtained by submitting request to:

Public Works Division
Specifications and Estimates Section
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

NOTE: Due to budgetary restriction, it is unlikely that Public Works Division will be able to furnish more than the name and address which may be used to order these publications.

Requests should give the number of the solicitation and the title and number of the specification, standard, plan, drawing or other pertinent document requested, exactly as cited in this solicitation. (DOD FAR SUPP 52.210-7002)

AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (JUN 1977). The specification, standards, plans, drawings, descriptions, and other pertinent documents cited in this solicitation may be examined at the following locations: (DOD FAR SUPP 52.210-7003)

Public Works Division
Specifications and Estimates Section
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

7. NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APR 1984).

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction of service contracts. (FAR 52.219-6)

8. THE SMALL BUSINESS SIZE STANDARD APPLICABLE TO THIS CONTRACT IS AS FOLLOWS:

SIC CODE	INDUSTRY, SUBINDUSTRY OR CLASS OF PRODUCTS	ANNUAL SIZE STANDARD (MAXIMUM IN MILLIONS)
1721	Painting Contractor	\$7.0

9. BIDDER'S QUALIFICATIONS. Before bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

10. BID GUARANTEE (APR 1984)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the bid, the bidder will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference. (FAR 52.228-1)

11. PREPARATION OF BIDS - CONSTRUCTION (APR 1984).

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including-

- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bid will not be considered unless this solicitation authorizes their submission. (FAR 52.214-18)

12. SUBMISSION OF BIDS (APR 1984).

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, if such notice is received by the time specified for receipt of bids. (FAR 52.214-5)

13. ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS FOR BIDS (APR 1984). Bidders shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment, (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, or (c) by letter or telegram. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids. (FAR 52.214-3)

14. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (APR 1984)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it-

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or

(2) Was sent by mail (or was a telegraphic bid if authorized), and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) above.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding paragraph (a) above, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the Bid. (FAR 52.214-7)

15. PUBLIC OPENING OF BIDS. Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

16. CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (APR 1985)

(a) The Government will award a contract resulting from this solicitation to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
(FAR 52.214-19)

17. CONTRACT AND BONDS

(Applicable only to bids of \$25,000 or more.) Within 10 days after receipt of awards the bidder to whom award is made shall furnish two bonds, each with satisfactory security; namely, a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The performance bond shall be in a penal sum equal to 100 percent of the contract price. The payment bond shall be equal to 50 percent of the contract price, except that it shall be 40 percent of the contract price if that price is more than \$1,000,000 and not more than \$5,000,000, and in the fixed sum of \$2,500,000 if the contract price is more than \$5,000,000. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. Individual sureties will be accepted if each such surety deposits with the Contracting Officer cash, bonds, or notes of the United States, or certified check drawn to the order of the Treasurer of the United States, or such other security as the Contracting Officer may deem necessary for the required amount of the guaranty, under the agreement that the collateral so deposited shall remain in the possession and control of the Treasurer of the United States for at least one year after the completion of the contract. The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 15 days from the mailing of acceptance, regardless of when performance and payment bonds are executed.

18. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION

19. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION

Bidders, offerors and applicants are cautioned to note the "Certification of Nonsegregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause (1978 SEP).

20. COST LIMITATION

A bid which does not contain separate bid prices for the items identified as subject to a cost limitation may be considered nonresponsive. A bidder by signing his bid certifies that each price bid on items subject to a cost limitation include an appropriate apportionment of all applicable estimated costs, direct and indirect, as well as overhead and profit. Bids may be rejected which (i) have been materially unbalanced for the purpose of bringing affected items within cost limitations or (ii) exceed the cost limitations unless such limitations have been waived by the Assistant Secretary of Defense (Installations and Logistics) prior to award. (1974 APR) (DOD FAR SUPP 52.236-7081)

21. FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

22. SCHEDULE OF WORK: In the Schedule of Work, the actual amount of work to be performed and the time of such performance will be determined by the Officer in Charge or his properly authorized representative, who will issue written work orders to the Contractor. The only work authorized under this portion of the contract is that which is performed upon receipt of such a Work Order. The Government makes no representation as to the number of work orders or actual amount of services which will in part be requested, nor is the Government obligated to accept any specified amount of service.

SCHEDULE OF WORK SHALL BE SUBMITTED WITH BID. When submitted, the total of this Schedule must equal the amount of the bid.

TITLE OF CONTRACT: Interior Painting and Finished Surface Preparation of Family Housing

ACTIVITY AND LOCATION: Marine Corps Base, Camp Lejeune, North Carolina
Marine Corps Air station (Helicopter), New River, Jacksonville, North Carolina

CONTRACT NUMBER: N62470-85-B-6351

PART I - PAINTING AND SURFACE PREPARATION

SECTION 09920 and 09925

	<u>NO.</u> <u>OCCUPIED</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u> <u>PRICE</u>
A. Painting entire interiors of unoccupied units and waxing floors:			
<u>TYPE UNITS AND LOCATIONS</u>			
(1) 1-BR apartments Tarawa Terrace	1	\$ _____	\$ _____
(2) 2-BR apartments or houses, Midway Park	1	\$ _____	\$ _____
(3) 2 and 3-BR apartments or houses, Tarawa Terrace	20	\$ _____	\$ _____
(4) 2, 3 or 4-BR Capehart houses, Berkeley Manor, Paradise Point, and Air Station	30	\$ _____	\$ _____
(5) Single dwelling unit in Townhouses, Watkins Village	10	\$ _____	\$ _____
(6) Cracker Boxes, and Cape Cod houses, Paradise Point and Hospital Point	1	\$ _____	\$ _____
(7) 2-story houses of all types, Paradise Point, Hospital Point Rifle Range and Courthouse Bay	1	\$ _____	\$ _____
(8) VIP type houses, Hadnot Point and Hospital Point	1	\$ _____	\$ _____
			PART A, TOTAL \$ _____

(continued next page)

SCHEDULE OF WORK (continued)

PART I - PAINTING AND SURFACE PREPARATION (continued)

SECTION 09920 and 09925 (continued)

B. Painting entire interiors of unoccupied units and waxing floors:
TYPE UNITS AND LOCATIONS

	<u>NO. VACANT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
(1) 1-BR apartments Tarawa Terrace	5 EA	\$ _____	\$ _____
(2) 2-BR apartments or houses, Midway Park	20 EA	\$ _____	\$ _____
(3) 2 and 3-BR apartments or houses, Tarawa Terrace	400 EA	\$ _____	\$ _____
(4) 2, 3 or 4-BR Capehart houses, Berkeley Manor, Paradise Point, and Air Station	275 EA	\$ _____	\$ _____
(5) Single dwelling unit in Townhouses, Watkins Village	40 EA	\$ _____	\$ _____
(6) Cracker Boxes, and Cape Cod houses, Paradise Point and Hospital Point	5 EA	\$ _____	\$ _____
(7) 2-story houses of all types, Paradise Point, Hospital Point Rifle Range and Courthouse Bay	15 EA	\$ _____	\$ _____
(8) VIP type houses, Hadnot Point and Hospital Point	2 EA	\$ _____	\$ _____

PART B, TOTAL \$ _____

C. Waxing entire interior floors of unoccupied units:
TYPE UNITS AND LOCATIONS

	<u>NO. VACANT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
(1) 1-BR apartments Tarawa Terrace	5 EA	\$ _____	\$ _____
(2) 2-BR apartments or houses, Midway Park	20 EA	\$ _____	\$ _____
(3) 2 and 3-BR apartments or houses, Tarawa Terrace	400 EA	\$ _____	\$ _____
(4) 2, 3 or 4-BR Capehart houses, Berkeley Manor, Paradise Point, and Air Station	275 EA	\$ _____	\$ _____
(5) Single dwelling unit in Townhouses, Watkins Village	40 EA	\$ _____	\$ _____
(6) Cracker Boxes, and Cape Cod houses, Paradise Point and Hospital Point	5 EA	\$ _____	\$ _____
(7) 2-story houses of all types, Paradise Point, Hospital Point Rifle Range and Courthouse Bay	15 EA	\$ _____	\$ _____
(8) VIP type houses, Hadnot Point and Hospital Point	2 EA	\$ _____	\$ _____

PART C, TOTAL \$ _____

D. Painting extra coat work, various locations

<u>NO. VACANT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
20,000 SF	\$ _____	\$ _____

E. Partial painting, one coat occupied units

100,000 SF	\$ _____	\$ _____
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PART 1, TOTAL \$ _____

SCHEDULE OF WORK (continued):

PART II - REFINISHING

Section 09930

	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
A. Refinishing hardwood floors, stairs and landings without sanding (Section 09930), Units in Berkeley Manor and Paradise Point, Capeharts only	50,000 SF\$	\$ _____	\$ _____
B. Refinishing natural finish wood cabinets	1,000 SF	\$ _____	\$ _____
C. Sanding and Refinishing hardwood floors, stairs and landings (Section 09931)	10,000 SF	\$ _____	\$ _____
PART II TOTAL		\$ _____	

PART III - SPECIAL PREPARATION OF SURFACES

NOTE: Section 09920, paragraphs 3.1.1 thru 3.1.2.4 define when this Part III is applicable.

	<u>EST QTY/ HSG UNIT</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>NO. HSG UNITS</u>	<u>TOTAL COST</u>
A. Sanding of Existing Wall and Ceiling to feather in old painted surfaces, old runs, drips and roll marks, correction of existing patches to allow for a smooth surface after painting. Sanding may reach down to original surface in many cases.	100	SF	\$ _____	100	\$ _____
B. Sanding of Wood Trim Surfaces to feather in old painted surfaces to allow for a smooth surface after painting.	50	LF	\$ _____	300	\$ _____
C. Preparation, filling and sanding of plaster cracks in walls and ceilings.	75	LF	\$ _____	160	\$ _____
D. Retaping and respackling of gypsum board joints	10	LF	\$ _____	240	\$ _____

NOTE: The unit and lump sum prices for various items in the schedules for Part I, II and III above shall be deemed to include all costs required for the specified work, complete, in accordance with the drawings and specifications, including materials, labor, equipment, tools, supervision, bond premiums and related items.

PART III, TOTAL \$ _____
 PART II, TOTAL \$ _____
 PART I, TOTAL \$ _____
 GRAND TOTAL \$ _____

END OF SECTION

April 1985

CONTRACT CLAUSES
(Construction Contract)

CLAUSES INCORPORATED BY REFERENCE (APR 1984). This contract incorporates the following clauses by reference, with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available. (FAR 52.252-2)

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
 1. FAR 52.202-1, Definitions - Alternate I (APR 1984)
 2. FAR 52.203-1, Officials Not To Benefit (APR 1984)
 3. FAR 52.203-3, Gratuities (APR 1984)
 4. FAR 52.203-5, Covenant Against Contingent Fees (APR 1984)
 5. FAR 52.212-6, Time Extensions (APR 1984)
 6. FAR 52.212-8, Priorities, Allocations, and Allotments (APR 1984)
 7. FAR 52.212-12, Suspension of Work (APR 1984)
 8. FAR 52.214-26, Audit-Sealed Bidding (APR 1985)
 9. FAR 52.214-27, Price Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding (APR 1985)
 10. FAR 52.214-28, Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding (APR 1985)
 11. FAR 52.215-1, Examination of Records by Comptroller General (APR 1984)
 12. FAR 52.216-18, Ordering, 1968 June
 13. FAR 52.216-19, Delivery - Order Limitations, 1965 AUG
 14. FAR 52.216-22, Indefinite Quantity, Apr. 1984
 15. FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Apr 1984)
 16. FAR 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan - Alternate I (APR 1984)

17. FAR 52.219-13, Utilization of Women-Owned Business Concerns (APR 1984)
18. FAR 52.222-3, Convict Labor (APR 1984)
19. FAR 52.222-26, Equal Opportunity (APR 1984)
20. FAR 52.222-27, Affirmative Action Compliance Requirements for Construction (APR 1984)
21. FAR 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
22. FAR 52.222-36, Affirmative Action for Handicapped Workers (APR 1984)
23. FAR 52.223-2, Clean Air and Water (APR 1984)
24. FAR 52.225-5, Buy American Act - Construction Materials (APR 1984)
25. FAR 52.227-1, Authorization and Consent (APR 1984)
26. FAR 52.227-4, Patent Indemnity - Construction Contract (APR 1984)
27. FAR 52.228-2, Additional Bond Security (APR 1984)
28. FAR 52.228-5, Insurance-Work on a Government Installation (APR 1984)
29. FAR 52.229-3, Federal, State, and Local Taxes (APR 1984)
30. FAR 52.232-1, Payments (APR 1984)
31. FAR 52.232-17, Interest (APR 1984)
32. FAR 52.232-23, Assignment of Claims (APR 1984)
33. FAR 52.233-1, Disputes (APR 1984)
34. FAR 52.236-1, Performance of Work by the Contractor (APR 1984)
35. FAR 52.236-2, Differing Site Conditions (APR 1984)
36. FAR 52.236-3, Site Investigation and Conditions Affecting the Work (APR 1984)
37. FAR 52.236-5, Material and Workmanship (APR 1984)
38. FAR 52.236-6, Superintendence by the Contractor (APR 1984)
39. FAR 52.236-7, Permits and Responsibilities (APR 1984)
40. FAR 52.236-8, Other Contracts (APR 1984)
41. FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
42. FAR 52.236-10, Operations and Storage Areas (APR 1984)
43. FAR 52.236-11, Use and Possession Prior to Completion (APR 1984)
44. FAR 52.236-12, Cleaning Up (APR 1984)

45. FAR 52.236-13, Accident Prevention (APR 1984)
46. FAR 52.236-14, Availability and Use of Utility Services (APR 1984)
47. THIS NUMBER NOT USED.
48. FAR 52.236-17, Layout of Work (APR 1984)
49. FAR 52.236-21, Specifications and Drawings (APR 1984)
50. FAR 52.243-4, Changes (APR 1984)
51. FAR 52.245-01, Property Records (APR 1984)
52. FAR 52.245-02, Government Property (Fixed Price Contract) (APR 1984)
53. FAR 52.245-4, Government-Furnished Property (Short Form) (APR 1984)
54. FAR 52.246-12, Inspection of Construction (APR 1984)
55. FAR 52.246-21, Warranty of Construction (APR 1984)
56. FAR 52.248-3, Value Engineering-Construction (APR 1984)
57. FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price) - Alternate I (APR 1984)
58. FAR 52.249-10, Default (Fixed-Price Construction) (APR 1984)
59. FAR SUPP 52.217-7122, Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
60. FAR SUPP 52.219-7000, Small Business and Small Disadvantaged Business (APR 1984)
61. FAR SUPP 52.233-7000, Certification of Requests for Adjustment or Relief Exceeding \$100,000 (FEB 1980)
62. FAR SUPP 52.236-7000, Composition of Contractor (JAN 1965)
63. FAR SUPP 52.236-7001, Modification of Proposals - Price Breakdown (APR 1968)
64. FAR SUPP 52.236-7003, Shop Drawings (OCT 1976)
65. FAR SUPP 52.236-7005, Salvage Materials and Equipment (JAN 1965)
66. FAR SUPP 52.236-7006, Mislplaced Material (JAN 1965)
67. FAR SUPP 52.236-7007, Identification of Employees (JAN 1965)

68. FAR SUPP 52.236-7050(a), Patent Indemnity (JUN 1974)
69. FAR SUPP 52.236-7051, Rights in Shop Drawings (APR 1966)
70. FAR SUPP 52.243-7001, Pricing of Adjustments (APR 1984)
71. Defense Acquisition Regulations (DAR) 7-602.37, Subcontractors (1979 MAR)
72. FAR 52.247-64, Preference For Privately Owned U.S. Flag Commercial Vessels (APR 1984)

(a) The Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are-

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.
- (I) Total ocean freight revenue in U.S. dollars.

(d) Except for small purchases as described in 48 CFR 13, the Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract.

(e) The requirement in paragraph (a) does not apply to-

(1) Small purchases as defined in 48 CFR 13;

(2) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;

(3) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353); and

(4) Shipments of classified supplies when the classification prohibits the use of non-Government vessels.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, Phone: 202-426-4610.

Alternate I APR 1984. If an applicable statute requires, or if it has been determined under agency procedures, that supplies to be furnished under contracts shall be transported exclusively in privately owned U.S.-flag commercial vessels (see 47.507(b)), delete paragraphs (a) and (b) from the clause and substitute for them the following paragraphs (a) and (b):

(a) Except as provided in paragraph (b) below, the Contractor shall use privately owned U.S.-flag commercial vessels, and no others, in the ocean transportation of any supplies to be furnished under this contract.

(b) If such vessels are not available for timely shipment at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels, the Contractor shall notify the Contracting Officer and request (1) authorization to ship in foreign-flag vessels or (2) designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping the supplies in privately owned U.S.-flag commercial vessels and in foreign-flag vessels.

Alternate II APR 1984. If an applicable statute requires, or if it has been determined under agency procedures, that supplies, materials, or equipment to be shipped under construction contracts shall be transported exclusively in privately owned U.S.-flag commercial vessels (see 47.507(c)), delete paragraphs (a) and (b) from the clause and substitute for them the following paragraphs (a) and (b):

(a) When ocean transportation is required to bring supplies, materials, or equipment to the construction site from the United States either for use in performance of, or for incorporation in, the work called for by this contract, the Contractor shall use privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(b) The Contractor shall not make any shipment exceeding 10 measurement tons (400 cubic feet) by vessels other than privately owned U.S.-flag commercial vessels without (1) notifying the Contracting Officer that U.S.-flag commercial vessels are not available at rates that are fair and reasonable for such vessels and (2) obtaining permission to ship in other vessels. If permission is granted, the contract price shall be equitably adjusted to reflect the difference in cost.

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April 1985

REPRESENTATIONS AND CERTIFICATIONS
(Construction Contract)

Invitation Reference No:

Name and Address of Bidder:

DUNS Number:

Date of Bid:

The bidder makes the following representations and certifications, by placing a check in the appropriate spaces or otherwise as appropriate, as part of the bid identified above. (In negotiated procurements, "bid" and "bidder" shall mean "offer" and "offeror.") A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

1. SMALL BUSINESS CONCERN REPRESENTATION (APR 1984).

The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation. (FAR 52.219-1)

2. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984).

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-
[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer-

05-85-6351

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- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer or quotation. (FAR 52.203-4)

3. TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING (APR 1985).

The bidder, by checking the applicable box, represents that it operates as _____ a corporation incorporated under the laws of the State of _____, _____ an individual, _____ a partnership, _____ a nonprofit organization, or _____ a joint venture. (FAR 52.214-2)

4. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1984).

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (FAR 52.203-2)

5. PARENT COMPANY AND IDENTIFYING DATA (APR 1984)

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) The bidder [] is, [] is not [check applicable box] owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
of Parent Company (Include
Zip Code)

Parent Company's Employer's
Identification Number

.....
(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line _____.
(FAR 52.214-8)

6. CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(Applies when the amount of the contract is in excess of \$10,000.)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (FAR 52.222-21)

7. CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract. (FAR 52.223-1)

8. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

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

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1. (FAR 52.219-2)

9. WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that is [] is, [] is not a women-owned small business concern.

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business. (FAR 52.219-3)

10. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER REPORTING (DEC 1980)

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS:". If the offeror does not have a DUNS Number, it may obtain one from any DUN and Bradstreet branch office. No offeror should delay the submission of its offer pending receipt of its DUNS Number. (FAR SUPP 52.204-7004)

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that-

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

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

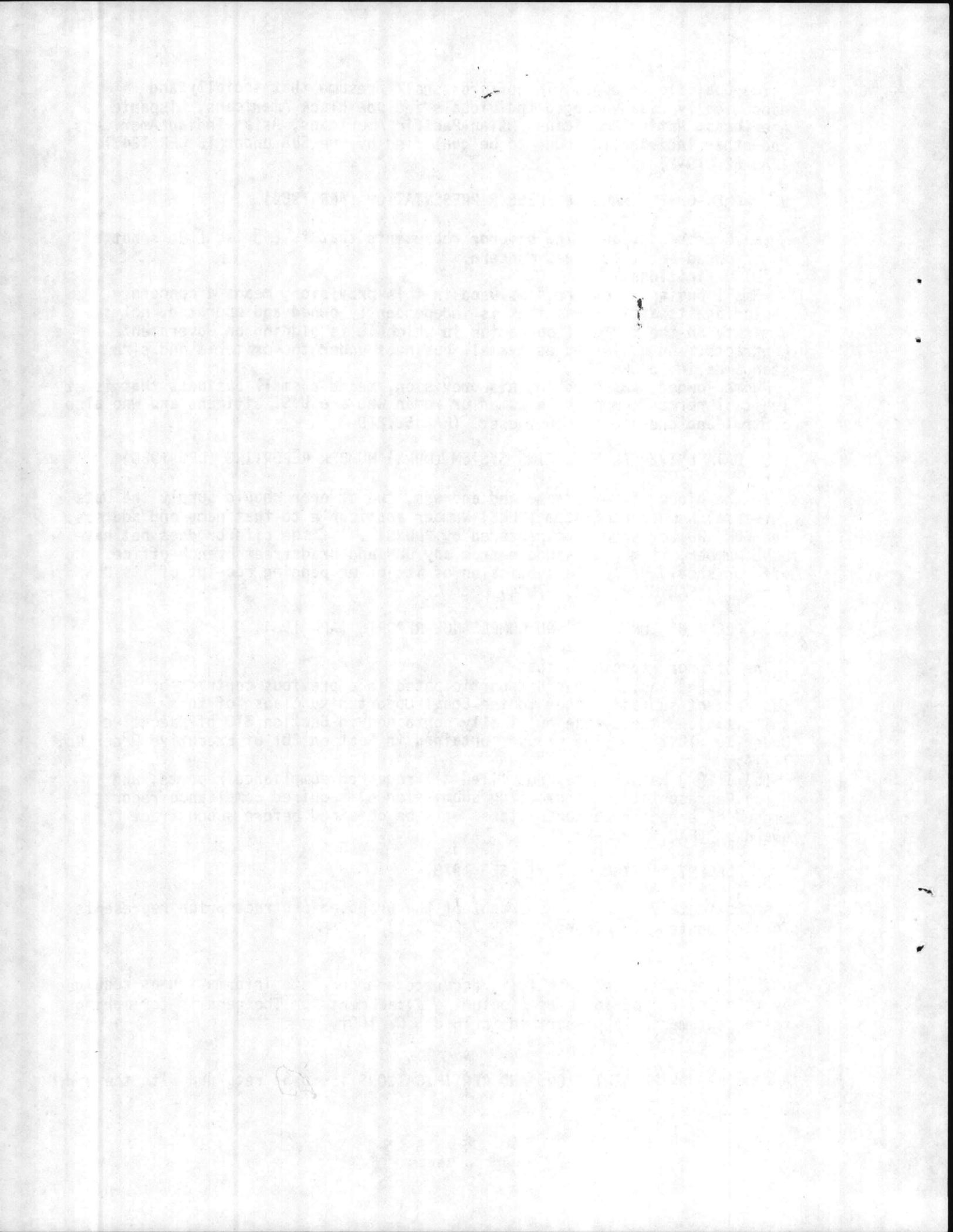
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (FAR 52.222-22)

12. PERCENT FOREIGN CONTENT (SEP 1978)

Approximately 4 percent of the proposed contract price represents foreign content on effort. (DAR 7-2003.81)

NOTE: Bids must set forth full, accurate and complete information as required by this invitation for bids (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.



April 1985

REPRESENTATIONS AND CERTIFICATIONS
(Construction Contract)

Invitation Reference No:

Name and Address of Bidder:

DUNS Number:

Date of Bid:

The bidder makes the following representations and certifications, by placing a check in the appropriate spaces or otherwise as appropriate, as part of the bid identified above. (In negotiated procurements, "bid" and "bidder" shall mean "offer" and "offeror.") A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

1. SMALL BUSINESS CONCERN REPRESENTATION (APR 1984).

The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation. (FAR 52.219-1)

2. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984).

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-
[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer-

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- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer or quotation. (FAR 52.203-4)

3. TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING (APR 1985).

The bidder, by checking the applicable box, represents that it operates as _____ a corporation incorporated under the laws of the State of _____, _____ an individual, _____ a partnership, _____ a nonprofit organization, or _____ a joint venture. (FAR 52.214-2)

4. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1984).

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (FAR 52.203-2)

5. PARENT COMPANY AND IDENTIFYING DATA (APR 1984)

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) The bidder [] is, [] is not [check applicable box] owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
of Parent Company (Include
Zip Code)

Parent Company's Employer's
Identification Number

.....
(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line _____.
(FAR 52.214-8)

6. CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(Applies when the amount of the contract is in excess of \$10,000.)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (FAR 52.222-21)

7. CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract. (FAR 52.223-1)

8. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

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

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1. (FAR 52.219-2)

9. WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that is [] is, [] is not a women-owned small business concern.

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business. (FAR 52.219-3)

10. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER REPORTING (DEC 1980)

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS:". If the offeror does not have a DUNS Number, it may obtain one from any DUN and Bradstreet branch office. No offeror should delay the submission of its offer pending receipt of its DUNS Number. (FAR SUPP 52.204-7004)

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that-

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

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

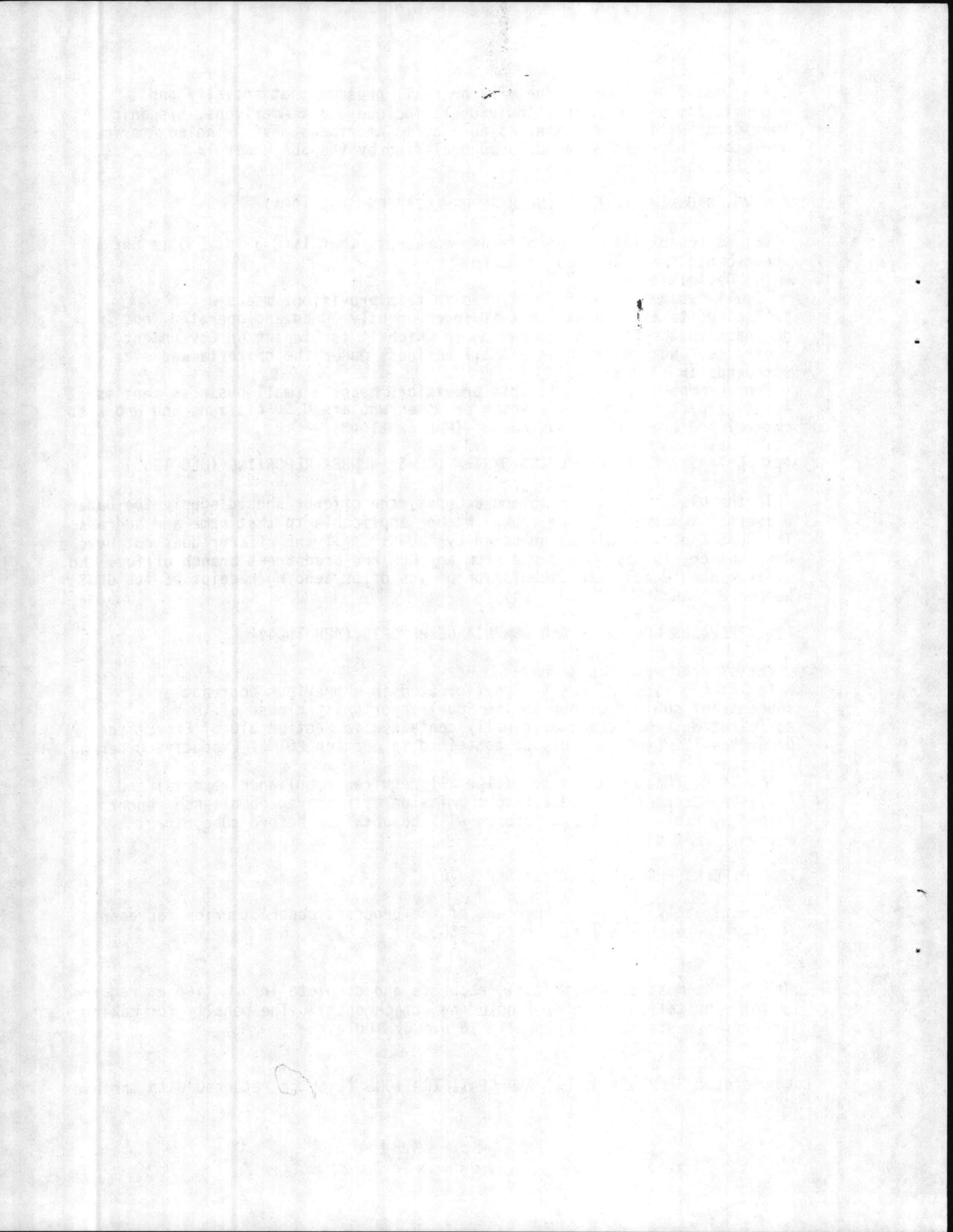
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (FAR 52.222-22)

12. PERCENT FOREIGN CONTENT (SEP 1978)

Approximately 4 percent of the proposed contract price represents foreign content or effort. (DAR 7-2003.81)

NOTE: Bids must set forth full, accurate and complete information as required by this invitation for bids (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.



April 1985

REPRESENTATIONS AND CERTIFICATIONS
(Construction Contract)

Invitation Reference No:

Name and Address of Bidder:

DUNS Number:

Date of Bid:

The bidder makes the following representations and certifications, by placing a check in the appropriate spaces or otherwise as appropriate, as part of the bid identified above. (In negotiated procurements, "bid" and "bidder" shall mean "offer" and "offeror.") A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

1. SMALL BUSINESS CONCERN REPRESENTATION (APR 1984).

The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation. (FAR 52.219-1)

2. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984).

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-
[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer-

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Reps & Certs - 1

- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer or quotation. (FAR 52.203-4)

3. TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING (APR 1985).

The bidder, by checking the applicable box, represents that it operates as _____ a corporation incorporated under the laws of the State of _____, _____ an individual, _____ a partnership, _____ a nonprofit organization, or _____ a joint venture. (FAR 52.214-2)

4. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1984).

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (FAR 52.203-2)

5. PARENT COMPANY AND IDENTIFYING DATA (APR 1984)

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) The bidder is, is not [check applicable box] owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
of Parent Company (Include
Zip Code)

Parent Company's Employer's
Identification Number

.....

(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line _____.
(FAR 52.214-8)

6. CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(Applies when the amount of the contract is in excess of \$10,000.)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (FAR 52.222-21)

7. CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract. (FAR 52.223-1)

8. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

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

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1. (FAR 52.219-2)

9. WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that is [] is, [] is not a women-owned small business concern.

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business. (FAR 52.219-3)

10. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER REPORTING (DEC 1980)

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS:". If the offeror does not have a DUNS Number, it may obtain one from any DUN and Bradstreet branch office. No offeror should delay the submission of its offer pending receipt of its DUNS Number. (FAR SUPP 52.204-7004)

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that-

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

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

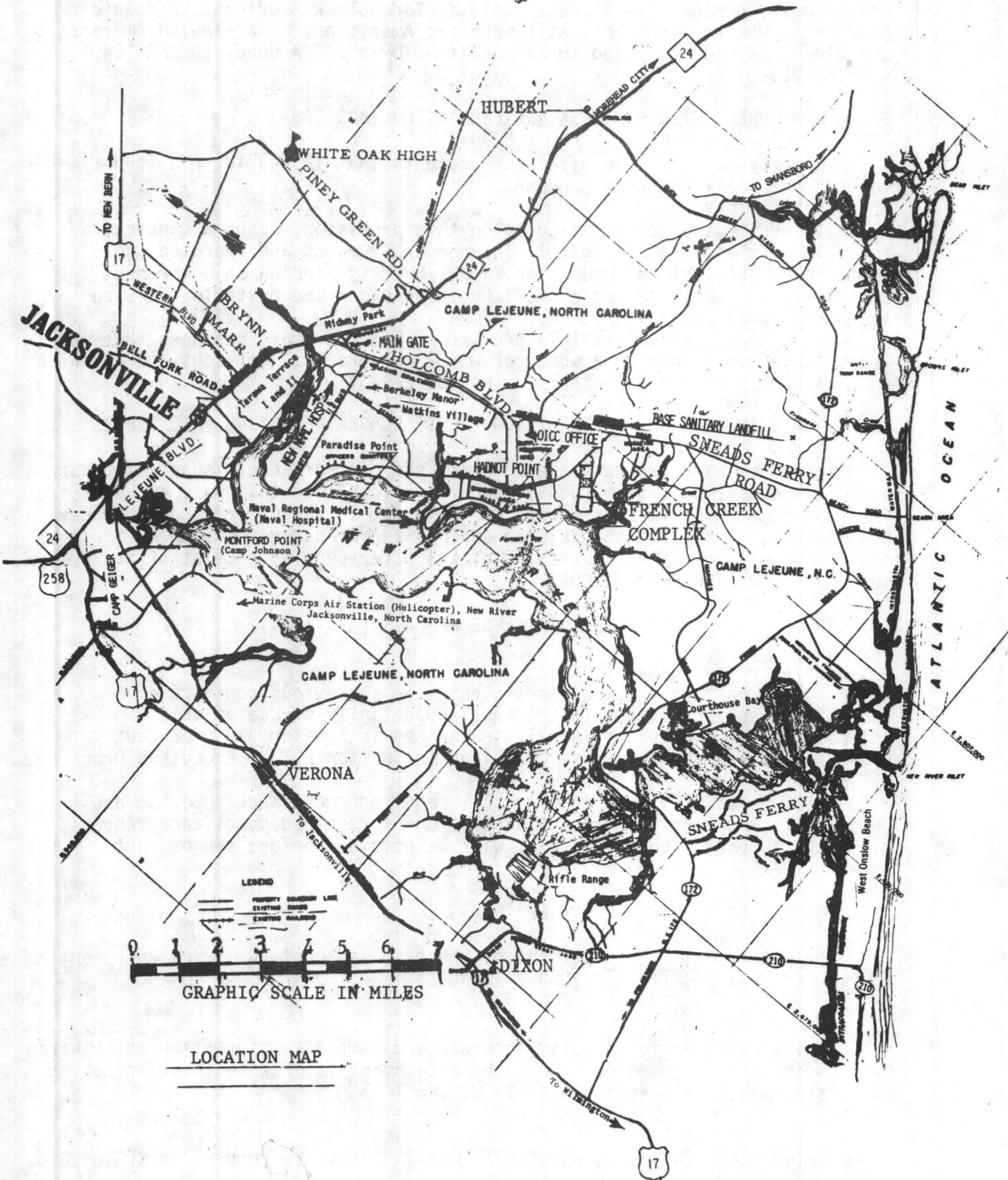
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (FAR 52.222-22)

12. PERCENT FOREIGN CONTENT (SEP 1978)

Approximately 4 percent of the proposed contract price represents foreign content or effort. (DAR 7-2003.81)

NOTE: Bids must set forth full, accurate and complete information as required by this invitation for bids (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.



05-85-6351
01010-0

SECTION 01010
GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning to provide and secure surface preparation and associated interior painting of family housing units, complete and ready for use. This is an indefinite quantity contract with no fixed price.
2. GENERAL DESCRIPTION: The work includes preparation of surfaces and application of paint on interior surfaces of family housing to provide "as new" surfaces; waxing of floor; and refinishing of certain wood floors, stairs and landings, handrails and newel posts, as well as refinish cabinets, in certain designated areas; repairs to walls and ceilings; and incidental related work.
3. LOCATION: The work shall be located at the Marine Corps Base, Camp Lejeune, and Marine Corps Air Station, New River, approximately as shown. The exact location will be indicated by the Contracting Officer. "Contracting Officer" and "Officer in Charge of Construction (OICC)" are used interchangeably in this specification and have the same meaning.
4. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (APR 1984).

(Applies when the amount of the contract is in excess of \$10,000.)

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
23.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
 - (i) Employer identification number of the subcontractor;
- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract; and
- (4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is State of North Carolina; Counties of Columbus, Duplin, Onslow and Pender. (FAR 52.222-23)

5. REQUIRED INSURANCE: (a) The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage.

<u>Type of Insurance</u>	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
2. Automobile Liability	\$300,000	\$1,000,000	\$100,000
3. Workmen's	As required		
4. Other as required by State law.			

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

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

6. STATION REGULATIONS: The Contractor and his employees and subcontractor shall become familiar with and obey all Station Regulations, including fire, traffic, and security regulations. All personnel employed on the station shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter any restricted areas unless required to do so and are cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

7. ORDER OF WORK: The Contractor shall schedule his work as to cause the least amount of interference with Station operations. Work schedules shall be subject to the approval of the Officer in Charge of Construction. Permission to interrupt any station roads, railroads and/or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption.

8. CONTRACTOR'S INVOICE: Requests for payment in accordance with the terms of the contract shall consist of:

(a) Contractor's Invoice on form NAVFAC 7300/30 (7/83), which shall show, in summary form, the basis for arriving at the amount of the invoice.

(b) Contractor's Monthly Estimate for Voucher (LANTNAVFACENCOM 4-4330/110 (New 7/84)).

(c) Affidavit to accompany invoice (LANTDIV NORVA form 4-4235/4 (Rev 5/81)).

(d) Updated copy of progress schedule. (See Clause entitled "Schedules for Construction Contracts" of the Contract Clauses.)

Forms will be furnished by the Contracting Officer. The Contractor has the option to use the government furnished progress schedule and record form. Monthly invoices and supporting forms for work performed through the 20th of the month shall be submitted to the Contracting Officer by the 25th of the month in the following quantities.

- (a) Contractor's Invoice - Original and five copies
- (b) Contractor's Monthly Estimate for Voucher - Original and two copies shall be required on all jobs where there is a schedule of prices
- (c) Affidavit - Original
- (d) Progress Schedule - Two copies

9. PROPOSED MATERIAL SUBMITTALS, CATALOG DATA, AND SAMPLES:

(a) Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. No material shall be used prior to written approval. Submittals shall be prepared and assembled as follows:

- (1) Submit specified number of copies of each submittal.
- (2) Present all submittals for each specification section as a complete bound volume, titled with project title and contract number.
- (3) Provide index of included items with each volume. Title the index with applicable specification section name and number.
- (4) Clearly mark each item in the volume with the specification paragraph number to which it pertains.
- (5) Assemble each volume in the same numerical sequence as specifications section paragraphs.
- (6) See individual technical sections for additional information.

The Contractor shall certify on all submittals that the material being proposed conforms to contract requirements. In the event of any variance, the Contractor shall state specifically which portions vary, and request approval of a substitute. The Contractor shall also certify that all Contractor-furnished equipment can be installed in the allocated spaces. Incomplete submittals and submittals with inadequate data will be rejected.

(b) When required, catalog data shall be printed pages on permanent copies of the manufacturer's catalogs.

(c) Samples in the number specified shall be shipped prepaid and delivered as directed by the Officer in Charge of Construction. Samples shall be marked to show the name of the material, name of supplier, contract number, segment of work where material represented by sample is to be used, and name of Contractor submitting the sample.

10. CONTRACTOR'S DAILY REPORT: The Contractor will be required to submit a "Daily Report to Inspector" on the form furnished for this purpose. The form shall be completed daily and delivered to the Officer in Charge of Construction. Data to be reported includes data on workers by classification, the move-on and move-off of construction equipment furnished by the prime and subcontractor or furnished by the Government, and materials and equipment delivered to the site.

If "Contractor Quality Control" is applicable to this contract, the information required by this clause shall be submitted as part of the required reports.

11. WORK OUTSIDE REGULAR HOURS: If the Contractor desires to carry on work outside regular hours or on Saturdays, Sundays, or holidays, he shall submit an application to the Officer in Charge of Construction. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, he shall light the different parts of the work in an approved manner. All utility cutovers shall be made after normal working hours or on weekends. Anticipated costs shall be included in the bid.

12. EXISTING WORK:

(a) The disassembling, disconnecting, cutting, removal or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to all portions of existing work, whether they are to remain in place, re-used in the new work, or salvaged and stored.

(b) All portions of existing work which have been cut, damaged or altered in any way during construction operations shall be repaired or replaced in kind in an approved manner to match existing or adjoining work. All work of this nature shall be performed by the Contractor at his expense and shall be as directed. Existing work shall, at the completion of all operations, be left in a condition as good as existed before the new work started.

13. DRAWINGS AND DATA REQUIRED OF THE CONTRACTOR: Before starting the fabrication or installation of any of this work, the Contractor shall submit to the Contracting Officer for approval and receive approval of such data as may be required, including those showing:

a. Paint and painting materials manufacturer's data, including instructions for application.

b. Floor wax manufacturer's data, including instructions for application.

c. Floor finish manufacturer's data, including instructions for application.

14. CERTIFICATE OF COMPLIANCE: The Contractor shall furnish a certificate of compliance from an independent national testing laboratory for the following items which are required to be tested or conform to Federal, military or other nationally recognized specifications:

a. Paint and painting materials, stating brand name or manufacturer's designation and manufacturer's name and address. Maximum lead content shall be specified.

b. Floor wax

c. Floor finish

15. GOVERNMENT WORK AND MATERIAL: The Government will remove and reinstall stair carpeting where stairs are to be refinished.

16. ADDITIONAL DEFINITIONS:

a. Unit: Single family living area, apartment or house

b. House: Residential building housing a single family

c. Extra Coat Work: The application of an unscheduled coat of paint over either unpainted substrate or existing paint when directed, including instances such as fire smudged or soot covered walls.

17. DISPOSAL OF MATERIALS AND DEBRIS: Upon completion of each working day the Contractor shall remove all debris from Government property. The premises shall be left free from all litter and refuse. Grounds shall be left in a clean condition.

18. EXISTING CONDITIONS:

18.1 Concurrent Work by Others During Painting: During the change of occupancy, the Government will, in most instances, perform or cause to be performed by others, certain required maintenance and repairs. Every effort will be made by the Government to minimize interference. The Contractor under this contract shall cooperate fully in minimizing work interference and will exercise caution to prevent the occurrence of damage to work performed by others.

18.2 Occupancy: The unit may be vacant or occupied when work is scheduled for accomplishment. It is estimated that less than ten percent of the units to be painted will be occupied. The tenants will remove all wall decorations and cluster furniture before the Contractor's arrival. The Contractor shall cover occupant's property with impervious drop cloths throughout the painting and property shall also be protected from dust and other damage through the period the work is in progress and while the painting is drying.

18.3 Prior to starting work in a unit, the Contractor will be furnished a list indicating type and condition of appliances in the unit. The Contractor shall verify the list and be responsible for any appliance during the time the Contractor has sole access. Any loss or damage to the appliance shall be at the Contractor's expense. The Contractor shall remove all venetian blinds, shades and curtain rods, prior to painting, and shall clean them and shall reinstall them upon completion of the work.

18.4 Heating and/or central air conditioning systems may be used by the Contractor. The use of heating and/or air conditioning during the painting is permitted. The use of window air condition units is prohibited. Space heaters in Midway Part units shall not be left unattended. In no case will doors or windows be left open when no one is in the unit. Heating thermostat will be set on 55 degrees Fahrenheit before leaving the unit and air conditioning shall be turned off. The Contractor shall replace filters in heating or central air conditioning upon completion of the painting/finishing work.

18.5 Scheduling the Work: Notwithstanding the requirements of clause entitled "progress Charts and Requirements for Overtime Work" of the General Provisions, immediately after award the Contractor shall meet with the Contracting Officer and present a schedule of work, prepared in accordance with said clause, for review by the Contracting Officer. The schedule will be reviewed at this meeting and will be retained by the Contracting Officer for final review and approval.

18.5.1 Military families do not ordinarily transfer at a uniform rate through the year. Consequently, the Contractor's workload will not be uniform, and the units turned over to the Contractor may vary from day to day as to number, size and location. Monthly workload by month from historical data is given below. This data is furnished for approximate workload planning only and is not a contracted time distributin of the work to be accomplished.

<u>MONTH</u>	<u>APPROXIMATE PERCENTAGE OF UNITS VACANT PER MONTH</u>
January	7
February	6
March	7
April	7
May	13
June	11
July	9
August	9
September	8
October	8
November	8
December	7

Handwritten notes: 450 - 1/27, 20, 4800

18.5.2 The Contractor will be furnished an estimate of the number of units to be turned over to him on the last working day of each week for the following week.

18.5.2.1 Preaction on Daily Turnover to Contractor: By 3:30 P.M. on the working day prior to turnover, keys, unit identification, and a Work Order describing work to be done will be given to the Contractor. A condition report for each unit, including light fixtures, globes, window shades, rods, venetian blinds, stove and refrigerator will be provided. The Contractor shall inspect these units and check for the above items. The Contractor shall also confirm that repair items listed on the Work Order are sufficient to provide the "as new" appearance required at the completion of painting.

18.5.2.2 Discrepancies in Condition Report: If any discrepancies should exist, the Contractor shall notify the Contracting Officer by telephone before 10:00 A.M. the next work day and return keys no later than 3:30 P.M. the same day. If the keys are returned by 3:30 P.M., and the Government agrees with the Contractor's findings, no completion time will be computed for that unit.

19. TRAILER OR STORAGE BUILDINGS will be permitted on the Camp Lejeune Complex, where space is available, subject to the approval of the Contracting Officer. The trailers or buildings shall be suitably painted and kept in a good state of repair. Failure of the Contractor to maintain his trailers or storage buildings in good condition will be considered sufficient reason to require their removal from he job site. Store properly, provide ventilation and heat if required by OSHA and Army Corps of Engineers Safety Manual. Open paint cans shall not be transported in back of open pick ups or any other open vehicle during rain, mist or temperatures below 40 degrees Fahrenheit.

20. ABILITY TO CONTACT CONTRACTOR'S SUPERINTENDENT shall be guaranteed during working regular working hours. The contact system operated by the Contractor shall be such that the Superintendent, or in his absence the Acting Superintendent, shall respond to the Government's caller within 30 minutes of any call made during regular work hours. The Government will provide the frequency of the radio system used by Lamp Lejeune Family Housing and will authorize the Contractor to operate a radio on the Housing frequency throughout the contract, if desired.

21. EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS:

(a) Whenever the Contractor submits a claim for equitable adjustment under any clause of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) The Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions or both caused by the aforesaid change.

22. GOVERNMENT REPRESENTATIVES:

(a) The work will be under the general direction of the Contracting Officer, the Commander, Naval Facilities Engineering Command, who shall designate an officer of the Civil Engineer Corps, United States Navy, or other officer or representative of the Government, as Officer in Charge of Construction, referred to as the "OICC." Except in connection with the "Disputes" clause, the Officer in Charge of Construction shall be the authorized representative of the Contracting Officer, and have complete charge of the work and exercise full supervision of the work, so far as it affects the interest of the Government. For the purposes of the "Disputes" clause, "Contracting Officer" shall mean the Commander, Naval Facilities Engineering Command, the Acting Commander, their successors, or their representatives specially designated for this purpose.

(b) The provisions of this paragraph or elsewhere in this contract regarding supervision, approval or direction by the Contracting Officer or the OICC, or action taken pursuant thereto, are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the work either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

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October	8
November	8
December	7

Handwritten notes: 468 - 1/22, 20, 4680

18.5.2 The Contractor will be furnished an estimate of the number of units to be turned over to him on the last working day of each week for the following week.

18.5.2.1 Preaction on Daily Turnover to Contractor: By 3:30 P.M. on the working day prior to turnover, keys, unit identification, and a Work Order describing work to be done will be given to the Contractor. A condition report for each unit, including light fixtures, globes, window shades, rods, venetian blinds, stove and refrigerator will be provided. The Contractor shall inspect these units and check for the above items. The Contractor shall also confirm that repair items listed on the Work Order are sufficient to provide the "as new" appearance required at the completion of painting.

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20. ABILITY TO CONTACT CONTRACTOR'S SUPERINTENDENT shall be guaranteed during working regular working hours. The contact system operated by the Contractor shall be such that the Superintendent, or in his absence the Acting Superintendent, shall respond to the Government's caller within 30 minutes of any call made during regular work hours. The Government will provide the frequency of the radio system used by Lamp Lejeune Family Housing and will authorize the Contractor to operate a radio on the Housing frequency throughout the contract, if desired.

21. EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS:

(a) Whenever the Contractor submits a claim for equitable adjustment under any clause of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) The Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions or both caused by the aforesaid change.

22. GOVERNMENT REPRESENTATIVES:

(a) The work will be under the general direction of the Contracting Officer, the Commander, Naval Facilities Engineering Command, who shall designate an officer of the Civil Engineer Corps, United States Navy, or other officer or representative of the Government, as Officer in Charge of Construction, referred to as the "OICC." Except in connection with the "Disputes" clause, the Officer in Charge of Construction shall be the authorized representative of the Contracting Officer, and have complete charge of the work and exercise full supervision of the work, so far as it affects the interest of the Government. For the purposes of the "Disputes" clause, "Contracting Officer" shall mean the Commander, Naval Facilities Engineering Command, the Acting Commander, their successors, or their representatives specially designated for this purpose.

(b) The provisions of this paragraph or elsewhere in this contract regarding supervision, approval or direction by the Contracting Officer or the OICC, or action taken pursuant thereto, are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the work either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

23. ORAL MODIFICATION: No oral statement of any person other than the contracting officer or his representative, as provided in the clause in this contract entitled "Changes", shall in any manner or degree modify or otherwise affect the terms of this contract.

24. SANITATION: Contractor's employees will be allowed to use building toilets.

25. NO WAIVER BY GOVERNMENT: The failure of the Government, in any one or more instances, to insist upon the strict performance of any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

26. PAYMENTS TO CONTRACTOR:

(a) Payments made in accordance with the clause entitled "Payments" shall be made on submission of itemized requests by the Contractor and shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor.

(b) The obligation of the Government to make any of the payments required under any of the provisions of this contract shall, in the discretion of the OICC, be subject to (1) reasonable deductions on account of defects in material or workmanship, and (2) any claims which the Government may have against the Contractor under or in connection with this contract. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.

27. CHANGES BOARD AND ESTIMATES: In determining any equitable adjustment under the Changes Clause, the OICC shall, in those instances where the adjustment is estimated by the OICC to be \$50,000 or more, convene and give full consideration to the report of an advisory board of three members, consisting of two Government representatives appointed by the OICC and one representative appointed by the Contractor. This board shall report to the OICC the amount of the change in cost, time, or both, resulting from the ordered change. In making all equitable adjustments under the Changes Clause, compensation for additions will be based upon estimated costs at the time the work is performed and credit for deductions will be based upon estimated costs at the time the contract was made. In arriving at the amount of the change in price, if any, allowance may be made for profit, overhead and general expenses, plant rental, and other similar items.

28. SECURITY REQUIREMENTS: No employee or representative of the Contractor will be admitted to the site of the work unless he furnishes satisfactory proof that he is a citizen of the United States or is specifically authorized admittance to the site of the work by the OICC.

29. NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (1977 JAN):

(a) As used throughout this clause, the term "materials" means building materials, supplies, fixtures and equipment which become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract as defined in the Defense Acquisition Regulation, the contract price includes the North Carolina state and local sales and use taxes to be paid with respect to materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement type contract as defined in such regulation, any North Carolina state and local sales and use taxes paid by the Contractor with respect to materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below:

(i) The Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina state and local sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, such certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the North Carolina state and local sales and use taxes paid thereon by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the state sales and use tax. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes.

(ii) The Contractor shall obtain and furnish to the Contracting Officer similar certified statements by his subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, such certified statements shall be submitted on or before the 30th day of November of each year and shall cover taxes paid during the twelve-month period which ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form:

I hereby certify that during the period _____ to _____, (name of Contractor or subcontractor) paid North Carolina state and local sales and use taxes aggregating \$ _____ (state) and \$ _____ (local) with respect to building materials, supplies, fixtures and equipment which have become a part of or annexed to a building or structure erected, altered or repaired by (name of Contractor) for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina state and local sales and use taxes paid thereon, shown separately, and the cost of property withdrawn from warehouse stock and North Carolina state and local sales or use taxes paid thereon are as set forth in the attachments hereto.

*** END OF SECTION ***

ADDITIONAL GENERAL PARAGRAPHS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984): The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete the work in each unit ready for use within the number of working days thereafter computed in the following manner:

- a. Painting and waxing - 4 working days, *1 additional day for 2nd coat.*
- b. Painting, including second coat work, and cabinet and/or floor refinishing - ~~3~~ working days
- c. Floor and cabinet refinishing only - ~~2~~ working days for both combined
- d. Floor refinishing only - ~~2~~ working days
- e. Cabinet refinishing only - 2 working days
- f. Plaster and gypsum board work under Part III Repairs - 1 working day additional.

1.1 Total Contract Completion Time shall be 365 days.

1.2 Working days for purposes of computing completion time will be defined as a continuous 24 hour period beginning 3:30 P.M. and extending until 3:29 P.M. the next day.

1.3 -

2. ORDERING OF WORK:

a. Delivery orders for the Indefinite Quantities portion of the contract will take the form of Department of Defense form DD Form 1155. DD Form 1155 will be processed as described on the form. The OICC will designate persons as Ordering Officers with authority to approve issuance of delivery orders.

b. Delivery orders will be issued to the Contractor in triplicate. The Original shall be submitted by the Contractor with the invoice for payment, one copy shall be submitted within 25 hours of completion of work, and one copy retained by the Contractor.

c. Oral Orders: The Ordering Officers (designated per a. above) may issue oral orders only in emergency circumstances. Oral orders will be confirmed by issuance of a written Delivery Order on DD Form 1155 within two (2) working days.

d. Amendments to delivery orders: Orders may be amended by agreement between the OIC and the Contractor. Amendments to delivery orders shall be effected on a Standard Form 30. Orders may be amended orally by the Ordering Officer in emergency circumstances. Oral amendments shall be confirmed by issuance of a written amendment of Standard Form 30 within two (2) working days from the time of the oral communication amending the order.

e. If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail.

3. INVOICING INSTRUCTIONS:

Contractor's invoices shall be submitted to the OIC in quadruplicate at monthly intervals for services performed. Payment will be based on invoices submitted by the contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of required Contractor submittals, invoices will be processed for payment. Invoices shall include copies of such delivery order.

4. FAR 52.216-19, DELIVERY-ORDER LIMITATIONS (APR 1984)

a. Minimum order. When the Government requires/supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b. Maximum order.

- (1) Any order for a single item in excess of 15 units.
- (2) Any order for a combination of items in excess of 15 units; or
- (3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

c. Notwithstanding paragraphs a. and b. above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph b., unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

5. FAR 52.216-22, INDEFINITE QUANTITY (APR 1984)

a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

c. Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is not limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

SECTION 01011
ADDITIONAL GENERAL PARAGRAPHS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984): The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete the work in each unit ready for use within the number of working days thereafter computed in the following manner:

- a. Painting and waxing - 4 working days, *1 additional day for 2nd coat.*
- b. Painting, including second coat work, and cabinet and/or floor refinishing - ~~3~~ working days
- c. Floor and cabinet refinishing only - ~~2~~ working days for both combined
- d. Floor refinishing only - ~~2~~ working days
- e. Cabinet refinishing only - 2 working days
- f. Plaster and gypsum board work under Part III Repairs - 1 working day additional.

1.1 Total Contract Completion Time shall be 365 days.

1.2 Working days for purposes of computing completion time will be defined as a continuous 24 hour period beginning 3:30 P.M. and extending until 3:29 P.M. the next day.

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a. Delivery orders for the Indefinite Quantities portion of the contract will take the form of Department of Defense form DD Form 1155. DD Form 1155 will be processed as described on the form. The OICC will designate persons as Ordering Officers with authority to approve issuance of delivery orders.

b. Delivery orders will be issued to the Contractor in triplicate. The Original shall be submitted by the Contractor with the invoice for payment, one copy shall be submitted within 25 hours of completion of work, and one copy retained by the Contractor.

c. Oral Orders: The Ordering Officers (designated per a. above) may issue oral orders only in emergency circumstances. Oral orders will be confirmed by issuance of a written Delivery Order on DD Form 1155 within two (2) working days.

d. Amendments to delivery orders: Orders may be amended by agreement between the OIC and the Contractor. Amendments to delivery orders shall be effected on a Standard Form 30. Orders may be amended orally by the Ordering Officer in emergency circumstances. Oral amendments shall be confirmed by issuance of a written amendment of Standard Form 30 within two (2) working days from the time of the oral communication amending the order.

e. If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail.

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Contractor's invoices shall be submitted to the OIC in quadruplicate at monthly intervals for services performed. Payment will be based on invoices submitted by the contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of required Contractor submittals, invoices will be processed for payment. Invoices shall include copies of such delivery order.

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- (1) Any order for a single item in excess of 15 units.
- (2) Any order for a combination of items in excess of 15 units; or
- (3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

c. Notwithstanding paragraphs a. and b. above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph b., unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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c. Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is not limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after

6. LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984): (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$11.00 per unit for each calendar day of delay. (FAR 52.212-5)

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

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

7. REFERENCE DRAWINGS: The following drawings from previous contracts are listed for informational purposes only. They present the general construction of the buildings and are the best available records of conditions. The bidder shall visit the premises, determine existing conditions, and the amount of work to be done. Drawings can be seen at Building 1005, Marine Corps Base, Camp Lejeune. None will be mailed to bidders.

NAVFAC DWG. NO.	SHEET NO.	TITLE
4011971	1	Sheet Index, Vicinity Map and Plot Plan, Revised 4 Jul 1985 <u>MIDWAY PARK</u>
4011972	2	Midway Park Housing Area Map
4011973	3	Midway Park Floor Plan, Revised 4 July 1985 <u>TARAWA TERRACE</u>
4011974	4	Tarawa Terrace I Location Map
4011975	5	Tarawa Terrace II Location Map
4011976	6	Tarawa Terrace I and II Floor Plan, Basic 2 and 3-Bedroom Types A, B, C-1, C-2, X-1 and X-2
4011977	7	Tarawa Terrace I and II Floor Plans, Types OD-1A, OD-1B, OD-2, OD-3, O-1, O-3 and O-4 <u>AIR STATION</u>
4011978	8	Air Station Area Site Location Map and Vicinity Map; Site Plans and MOQ Floor Plans
4011979	9	Air Station Area MEMO Floor Plans <u>BERKELEY MANOR AND PARADISE POINT</u>
4011980	10	Berkeley Manor Location Plan
4011981	11	Capehart Houses - Berkeley Manor and Paradise Point Floor Plans, Type A, B, and C
4011982	12	Capehart Houses - Berkeley Manor and Paradise Point Floor Plans, Types C, D, E, and F
4011983	13	Capehart Houses - Berkeley Manor and Paradise Point Floor Plans, Types G, H, and I
4011984	14	Capehart Houses - Berkeley Manor and Paradise Point Floor Plans, Type J and K
4011985	15	Capehart Houses - Berkeley Manor and Paradise Point Floor Plans, Types L and M

NAVFAC

<u>DWG. NO.</u>	<u>SHEET NO.</u>	<u>TITLE</u>
		<u>PARADISE POINT, COURTHOUSE BAY, RIFLE RANGE AND HOSPITAL POINT</u>
4011986	16	Paradise Point Location Map
4011987	17	Rifle Range, Courthouse Bay and Hospital Point Location Plan, Revised 4 July 1985
4011988 (Rev 5/12/84)	18	Floor Plans; Cracker Boxes - Paradise Point and Naval Hospital; Hospital Point Area Houses H-25, H-26 and H-27, Revised 4 July 1985
4011989	19	Floor Plans Two-Story With Garage and Cape Code Types, Revised 4 July 1985
4011990	20	Floor Plans - Two-Story Without Garage and Quarters 2001 Through 2003, Revised 4 July 1985
		<u>WATKINS VILLAGE</u>
4031722	SEM-1	Floor Plan
4031729	SEM-2	Floor Plan
4031745	JEM-3	Floor Plan
4031745	JEM-4	Floor Plan

7.1 DISTRIBUTION OF DRAWINGS: Sufficient sets of drawings are not available for distribution with the specification to all prospective bidders, but will be available for inspection by prospective bidders at Design Branch, Public Works Division, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina.

8. SPECIFICATIONS AND PRINTS FURNISHED TO CONTRACTOR: Six copies of the project specifications, and six sets of the drawings accompanying the specifications will be furnished the Contractor without charge. Additional sets of the specifications and drawings can be obtained, if required, by application to the Contracting Officer, provided that the need therefore is justified to the satisfaction of the Contracting Officer.

9. UTILITIES:

9.1 Availability of Utilities Services: Contract clause entitled "Availability and Use of Utility Services" applies. Reasonable amounts of water and electricity from the nearest available outlet free of charge for pursuance of work under this contract. If the nearest available outlet cannot be utilized by the Contractor because of improper voltage, insufficient current, improper pressure, incompatible connectors, etc., it shall be the responsibility of the Contractor to provide temporary utilities as required.

9.2 Energy and Utilities Conservation: The Contractor shall carefully conserve utilities furnished without charge. The Contractor, at his own expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines and remove the same prior to final acceptance of the construction.

9.3 Location of Underground Utilities: Where existing piping, utilities, and underground obstructions of any type are indicated in locations to be traversed by new piping, ducts, and other work provided hereunder, and are not indicated or specified to be removed, the elevations of the existing utilities and obstructions shall be determined before the new work is laid closer than the nearest manhole or other structure at which an adjustment in grade could be made. For any additional work required by reason of conflict between the new and existing work, an adjustment in contract price will be made in accordance with Contract clause entitled "Differing Site Conditions". The Base Telephone Officer, telephone 451-2531, will show the Contractor approximate locations of all buried telephone and fire alarm cables after receiving ten days notice. The locations of underground utilities shown is only approximate and the information is incomplete.

10. TRAILERS OR STORAGE BUILDINGS: In accordance with Contract Clause entitled "Operations and Storage Areas", trailers or storage buildings will be permitted, where space is available, subject to the approval of the Contracting Officer. The trailers or buildings shall be suitably painted and kept in a good state of repair. Failure of the Contractor to maintain his trailers or storage buildings in good condition will be considered sufficient reason to require their removal. A sign not smaller than 24 inches by 24 inches shall be conspicuously placed on the trailer depicting the company name, business phone number, and emergency phone number.

11. SAFETY PROGRAM: The Contractor shall implement a safety program conforming to the requirements of Federal, State and Local laws, rules and regulations. The program shall include, but is not limited to, the following:

a. "Occupational Safety and Health Standards", which can be ordered from the Superintendent of Documents, U. S. Government Printing Office, Washington, DC 20402.

b. Department of the Army, Corps of Engineers, "Safety and Health Requirements Manual", which may be examined in the office where bids are being received or may be purchased from the Superintendent of Documents, U. S. Government Printing Office, Washington, DC 20402.

c. Contract Clause entitled "Accident Prevention."

d. NFPA 241-1981, Safeguarding Building Construction and Demolition Operations, which may be examined in the office where bids are being received or may be purchased from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

12. FORWARDING OF SAMPLES AND SUBMITTALS: Notwithstanding the requirements of Clause[s] entitled "Shop Drawings" of the Contract Clauses, the quantity of submittals required shall be as specified hereinafter.

12.1 Address for Samples and Submittals:

OICC/ROICC
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

12.2 Samples Required of the Contractor: As soon as practicable, and before installation, submit for approval, samples of materials and equipment as may be requested, including all samples required in the technical sections of this specification.

12.3 Shop Drawings, Manufacturers Data and Certifications Required of the Contractor: As soon as practicable after award of the contract, and before procurement or fabrication, submit all the shop drawings, manufacturers data and certifications required in the technical sections of this specification. Seven copies of all submittals to be approved by the Contracting Officer shall be forwarded.

12.4 Submittal Drawing Guidance: Specification DOD-D-1000B shall be used as a guide and its use is encouraged for all drawings and data submitted by the Contractor. Conformance to the provisions of specification DOD-D-1000B is not mandatory for maps, sketches, presentation drawings, perspectives, renderings, and all other drawings not requiring Naval Facilities Engineering Command drawing numbers.

13. APPROVAL OF SAMPLES, CUTS, AND DRAWINGS: Matter submitted for approval shall be accompanied by complete information concerning the material, articles, and/or design proposed for use in sufficient detail to show compliance with the specification, and shall be approved before incorporation into the work. Approval thereof will not be construed as relieving the Contractor of compliance with the specification, even if such approval is made in writing, unless the attention of the Contracting Officer is called to the noncomplying features by letter accompanying the submitted matter. Partial submittals or submittals of less than the whole of any system made up of interdependent components, will not be considered. Approval of drawings, cuts, and samples by the Contracting Officer shall not be construed as a complete check or approval of the detailed dimensions, weights, gauges, and similar details of the proposed articles. The conformance of such details with the contract requirements, together with the necessary coordination of dimensions and details between the various elements of the work and between the various subcontractors and suppliers, shall be solely the responsibility of the Contractor, approval of submitted matter notwithstanding. The drawings accompanying this specification shall not be used as shop drawings; for example, the editing of the drawings accompanying this specification and returning these edited drawings as shop drawings is prohibited.

14. SUBCONTRACTORS AND PERSONNEL: Promptly after the award of the contract, the Contractor shall submit to the Contracting Officer, in triplicate, a list of his subcontractors and the work each is to perform. On this form shall appear the names of the key personnel of the Contractor and subcontractors, together with their home addresses and telephone numbers, for use in event of any emergency. From time to time as changes occur and additional information becomes available, the Contractor shall amplify, correct, and change the information contained in previous lists.

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

(FAR SUPP 52.236-7002(b))

16. PRECEDENCE: In the event of conflict or inconsistency between any of the provisions of the various portions of this contract (the reconciliation of which is not otherwise provided for here), precedence shall be given in the following order, the provisions of any particular portion prevailing over those of a subsequently listed portion.

- (1) Typewritten portions of the contract.
- (2) The specifications referred to in Standard Form 1442 (including all addenda, and mechanical and technical but not contractual aspects of incorporated provisions) as specifically amended herein, if amended.
- (3) Printed provisions of the contract form, including printed provisions of added slip sheets.

17. EMERGENCY MEDICAL CARE: Emergency medical care only is available at Government facilities at Marine Corps Base, Camp Lejeune for Contractor employees who suffer on-the-job injury or disease. Emergency care will be rendered at the prevailing rates established in BUMEDINST 6320.4 series. Reimbursement shall be made by the Contractor to the Naval Regional Medical Center Collection Agent upon receipt of a monthly statement.

18. WRITTEN GUARANTEES AND GUARANTOR'S LOCAL REPRESENTATIVE: Prior to completion of the contract, the Contractor shall obtain and furnish to the Contracting Officer's designated representative written guarantees for all the equipment and appliances furnished under the contract. The Contractor shall furnish with each guarantee: The name, address, and telephone number of the guarantor's representative nearest to the location where the equipment and appliances are installed, who, upon request of the Using Service's representative, will honor the guarantee during the guaranty period and will provide the services prescribed by the terms of the guarantee. At the time of installation, the Contractor shall tag each item of warranted equipment with a durable, oil and water resistant tag approved by the Contracting Officer. Tag shall be attached with copper wire and sprayed with a clear silicone waterproof coating. Leave the date of acceptance and inspector's signature blank until project is accepted for beneficial occupancy. Tag shall show the following information:

EQUIPMENT WARRANTY TAG

Type of Equipment.....
Accepted Date.....
Warranted Until.....
Under Contract N62470-.....
Inspector's Signature.....

STATION PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE

19. QUARANTINE FOR IMPORTED FIRE ANT (4/82): All of Onslow, Jones and Cartaret Counties and portions of Duplin and Craven Counties have been declared a generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder.

19.1 The Quarantine applies to materials originating from Camp Lejeune and the Marine Corps Air Station (Helicopter), New River, which are to be transported outside the Onslow County or adjacent suppression areas.

19.2 Certification is required for the following articles, and they shall not be moved from the reservation to any point outside the Onslow County and adjacent designated areas unless accompanied by a valid inspection certificate issued by an Officer of the Plant Protection and Quarantine Program of the U.S. Department of Agriculture.

- (1) Bulk soil.
- (2) Used mechanized soil-moving equipment.
NOTE: Used mechanized soil-moving equipment is exempt if cleaned of all loose noncompacted soil.
- (3) Any other products, articles, or means of conveyances, if it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

19.3 Authorization for movement of equipment outside the imported fire ant regulated area shall be obtained from USDA, APHIS, PPQ, Box 83, Goldsboro, North Carolina, 27530, Attn: Mr. Haywood Cox, Telephone (919) 735-1941, and requests for inspection shall be made sufficiently in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as necessary and as directed.

20. GENERAL PROVISIONS CLAUSES: Wherever a reference to a clause of the General Provisions occurs in the technical sections of the specifications, it shall be taken to mean the Contract Clause having the same title as the referenced General Provisions Clause.

21. SUBMITTAL OF PROOF OF QUALIFICATIONS AND EXPERIENCE: Where qualifications or experience requirements are set forth in the specifications with respect to equipment and equipment installers, written proof of such qualifications or experience must be provided within 45 calendar days after contract award, and before placing any order for such equipment or before dispatching equipment installers to the project site.

*** END OF SECTION ***

SECTION 01040
CUTTING AND PATCHING

1. CUTTING shall be done by sawing along straight lines. The amount cut out shall be the minimum necessary to accommodate the new work. No flame cutting will be permitted without written permission of the Officer in Charge of Construction.

2. HOLES shall be rotary drilled. The size shall be the minimum necessary to accommodate the new work.

3. PATCHING shall be done with materials which match the existing in color, quality and surface texture when finished.

END OF SECTION

SECTION 01401

CONTRACTOR INSPECTION SYSTEM

PART 1 - GENERAL

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

1.1.1 American Society for Testing and Materials (ASTM) Publications:

D 3666-83	Evaluation of Inspection and Testing Agencies for Bituminous Paving Materials
D 3740-80	Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
E 329-77 (R 1983)	Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction
E 543-83	Determining the Qualification of Nondestructive Testing Agencies
E 548-79	Generic Criteria for Use in Evaluation of Testing and Inspection Agencies

1.2 QUALITY CONTROL: Quality Control of this contract will be administered under the clause entitled "Inspection of Construction" of the Contract Clauses.

1.3 DEFINITIONS:

1.3.1 Factory Tests: Tests made on various products and component parts prior to shipment to the job site, including but not limited to such items as transformers, boilers, air conditioning equipment, electrical equipment, and precast concrete.

1.3.2 Field Tests: Tests or analyses made at, or in the vicinity of the job site in connection with the actual construction.

1.3.3 Product: The term "product" includes the plural thereof and means a type or a category of manufactured goods, constructions, installations, and natural and processed materials or those associated services whose characterization, classification, or functional performance determination is specified by standards.

1.3.4 Person: The term "person" means associations, companies, corporations, educational institutions, firms, government agencies at the Federal, State and local level, partnerships, and societies, as well as divisions thereof, and individuals.

1.3.5 Testing Laboratory: The term "testing laboratory" means any "person," as defined above, whose functions include testing, analyzing, or inspecting "products," as defined above, and/or evaluating the designs or specifications of such "products" according to the requirements of applicable standards.

1.3.6 Certified Test Reports: Test reports signed by an authorized official stating that tests were performed in accordance with the test method specified, that the results reported are accurate, and that items tested either meet or fail to meet the stated minimum requirements. These test reports include those performed by Factory Mutual, Underwriters Laboratories, Inc. and others.

1.3.7 Certified Inspection Reports: Reports signed by approved inspectors attesting that the items inspected meet the specification requirements other than any exception included in the report.

1.3.8 Manufacturer's Certificate of Compliance: A certificate signed by an authorized manufacturer's official attesting that the material or equipment delivered meets the specification requirements.

1.4 SUBMITTALS: Prepare in accordance with the Contract Clauses and Section 01010, "General Paragraphs," and submit for approval. Each submittal shall be accompanied with a cover letter signed by the Contractor. Clearly mark each item proposed to be incorporated into the contract and identify in the submittals, with cross-references to the contract drawings and specifications so as to identify clearly the use for which it is intended. Identify each item submitted by reference to the specific technical paragraph which specifies the item. Likewise, identify each item on the Contractor's Submittal Transmittal form by reference to the specific technical paragraph which specifies the item. Stamp each sheet of submittal with the Contractor's certification stamp. Data submitted in a bound volume or on one sheet printed on two sides, may be stamped on the front of the first sheet only. The Contractor's certification stamp shall be worded as follows:

"It is hereby certified that the (equipment) (material) shown and marked in this submittal is that proposed to be incorporated into Contract Number _____, is in compliance with the Contract drawings and specifications, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by _____ Date _____"

The person signing the certification shall be one designated in writing by the Contractor as having that authority. The signature shall be in original ink. Stamped signatures are not acceptable.

1.4.1 Submittal Status Logs: Within 15 calendar days after date of Contract Award the Contractor shall submit to the Resident Officer in Charge

of Construction a copy of a submittal status log listing all submittals required in this contract. The Contractor shall maintain at the job site the submittal status log showing the status of all submittals. A sample format of an acceptable log is attached at the end of this section. While the use of this sample format is not required, any other format must contain the same information as shown on the sample. The submittal status log shall be made available for review by the Contracting Officer at all times.

1.4.2 Shop Drawings: These submittals shall be in accordance with the requirements of the clauses entitled "Shop Drawings" of the Contract Clauses and "Proposed Material Submittals, Catalog Data, and Samples" of Section 01010, "General Paragraphs."

1.4.3 Manufacturer's Data: Catalog cuts, technical data sheets, and descriptive literature, shall be in accordance with the clause entitled "Proposed Material Submittals, Catalog Data, and Samples" of Section 01010, "General Paragraphs."

1.4.4 Samples: Prepare and submit in accordance with the clause entitled "Proposed Material Submittals, Catalog Data, and Samples" of Section 01010, "General Paragraphs."

1.4.5 Certified Test Reports: Before delivery of materials and equipment, four certified copies of the reports of all tests listed in the technical sections shall be submitted and approved. The testing shall have been performed in a laboratory meeting the requirements specified herein. The tests shall have been performed within 3 years of submittal of the reports for approval except that tests for concrete and bituminous mix designs shall have been performed within one year of submittal. Test reports shall be accompanied by the certificates from the manufacturer certifying that the material and equipment proposed to be supplied is of the same type, quality, manufacture, and make as that tested.

1.4.6 Manufacturer's Certificates of Compliance: Before delivery, manufacturer's certifications shall be furnished by the Contractor as required on items of materials and equipment indicated in the technical sections. Pre-printed certifications will not be acceptable. All certifications shall be in the original. The original of all manufacturer's certifications shall name the appropriate item of equipment or material, specification, standard, or other document specified as controlling the quality of that item and shall have attached thereto certified copies of test data upon which the certifications are based. All certificates shall be signed by the manufacturer's official authorized to sign certificates of compliance.

1.4.7 Laboratory Reports: Reports shall cite the contract requirements, the test or analysis procedures used, the actual test results, and include a statement that the item tested or analyzed conforms or fails to conform to the specification requirements. Each report shall be conspicuously stamped on the cover sheet in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements as the case may be. All test reports shall be signed by a representative of the testing laboratory authorized to sign certified test reports. The Contractor shall arrange for immediate and direct delivery of the signed original of all reports, certifications, and other documentation to the Contracting Officer.

1.4.8 Tabulation of Tests: Prior to final payment the Contractor shall obtain from each laboratory a tabulation of all tests it has performed in connection with the construction contract. Conforming, nonconforming, and retesting shall be tabulated. The tabulation(s) shall be certified as complete, and signed by the authorized representative of the laboratory, and shall be delivered to the Contracting Officer.

PART 2 - EXECUTION

2.1 QUALITY CONTROL REQUIREMENTS: In accordance with the clause entitled "Inspection of Construction" of the Contract Clauses, the Contractor shall inspect and test all work under the contract and maintain records of the inspections and tests; however, the Government will perform testing when so stated in the specifications. Approvals, except those required for field installations, field applications, and field tests, shall be obtained before delivery of materials and equipment to the project site. Surveillance of the inspection system will be performed by the Contracting Officer.

2.1.1 Factory Tests: Unless otherwise specified, the Contractor shall arrange for factory tests when they are required under the contract.

2.1.2 Factory Inspections by the Contractor: Unless otherwise specified, the Contractor shall arrange and perform all factory inspections specifically required in the technical sections of the specifications. These inspections shall be reported in the Daily Report to Inspector.

2.1.3 Field Inspections and Tests by the Contractor: The Contractor shall furnish all equipment, instruments, qualified personnel, and facilities necessary to inspect all work and perform all tests required by the contract. All inspections and tests performed and test results received each day shall be included in the Daily Report to Inspector.

2.1.4 Field Inspections and Tests by the Government: If deemed necessary by the Contracting Officer, field inspections and tests will be made in accordance with the clause entitled "Inspection of Construction" of the Contract Clauses.

2.1.5 Approval of Testing Laboratories: All laboratory work under this contract shall be performed by a laboratory approved by the Government, whether the laboratory is employed by the Contractor, or is owned and operated by the Contractor. The basis of approval includes the following:

- a. Testing laboratories performing work in connection with concrete, steel, and bituminous materials shall comply with ASTM E 329 and ASTM D 3666, respectively.
- b. Testing laboratories engaged in the testing and inspection of soils and rock or performing non-destructive testing shall comply with ASTM D 3740 and ASTM E 543, respectively.
- c. Testing laboratories performing work not in connection with concrete, steel, bituminous materials, soils and non-destructive testing shall comply with ASTM E 548.

2.1.5.1 Laboratory Inspection: Prior to approval the laboratory shall submit in writing the following:

- a. Functional description of the laboratories organizational structure, operational departments, and support departments and services.
- b. A list and resume of the personnel assigned to the proposed testing, including the person charged with engineering managerial responsibility.
- c. Affidavit of compliance with the applicable ASTM publication and certification that the laboratory performs work in accordance with technical requirements as required by the contract specifications.
- d. A list of test and inspection equipment for each of the proposed test procedures and certification that the equipment is calibrated at prescribed intervals to insure the validity of the test and inspection data.
- e. A copy of any recent certification of inspection report of the laboratory by a nationally recognized agency, including a statement of corrections made based on the findings of the agency. In the absence of inspection by a nationally recognized agency, the laboratory will be subject to inspection by the Contracting Officer upon receipt of all the above information 30 days before the required approval of the testing laboratory.

2.1.6 Repeated Tests and Inspections: The Contractor shall repeat tests and inspections after each correction made to nonconforming materials and workmanship until tests and inspections indicate the materials, equipment, and workmanship conform to the contract requirements. The retesting and reinspections shall be performed at no additional cost to the Government.

2.1.7 Daily Report to Inspector: The signed "Daily Report to Inspector" Form NAVFAC 4330/34 shall be submitted to the Contracting Officer by 10:00 AM on the working day following the day the work was performed.

INSTRUCTIONS

1. This form may be used by the Contractor for listing all material submittals that require action by either the Contractor or the Government.
2. Columns (a) through (e) should be completed by the Contractor and must include all submissions that are required by the specifications.
3. As submittals are received and processed, the remaining columns are to be completed by the Contractor.
4. In those instances where the Contractor has approved the submittal under his contract responsibility, there may be a dual Action Code under column (f); e.g., "A/E", indicating approved as submitted and forwarded to the OICC for record purposes.
5. In column (f) for those items requiring OICC action (Action Code "D"), the reason for forwarding to the OICC should be entered in the "Remarks" column; e.g., gov't approval required; waiver requested because of variance, substitution, etc..
6. Where no Government action is required, (for Contractor review/approval items), there need be no entry in columns (h) and (i).
7. Column (j) is completed when material or equipment is delivered to the project. Column (k) is completed only after verification that the delivered item is that represented by the approval submittal.

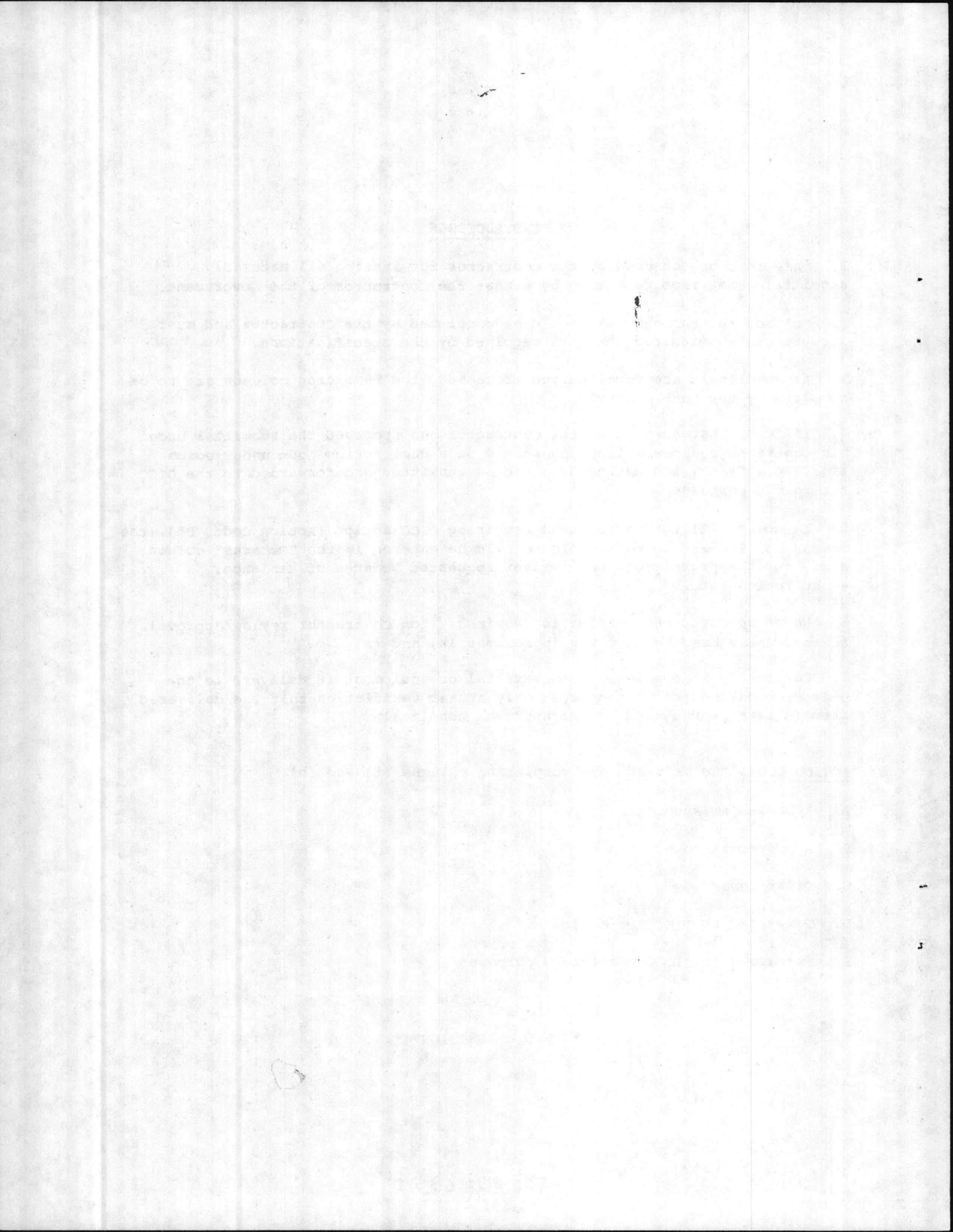
ACTION CODE: To be used when completing columns (f) and (h)

- A. Approved as submitted
- B. Approved as noted
- C. Disapproved
- D. Forwarded to OICC for action
- E. Forwarded to OICC for record purposes

END OF SECTION

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SECTION 01560
ENVIRONMENTAL PROTECTION

PART 1. GENERAL

1.1 ENVIRONMENTAL PROTECTION PLAN: The Contractor may be responsible for the preparation and submission of an Environmental Protection Plan. After the contract is awarded, but prior to the commencement of the work, the Contractor shall meet with the Contracting Officer, or his representative, and discuss the proposed Environmental Protection Plan. The meeting shall develop mutual understanding relative to details of environmental protection, including required reports and measures to be taken should the Contractor fail to provide adequate protection in an adequate and timely manner. Not more than 14 days after the meeting, the Contractor shall submit for approval his proposed Environmental Protection Plan, if so required.

1.2 GENERAL REQUIREMENTS: The Contractor shall provide and maintain environmental protection during the life of the contract as defined herein. The Contractor's operations shall comply with all Federal, State and Local regulations pertaining to water, air, solid waste, and noise pollution.

2. PRODUCTS

2.1 DEFINITIONS OF POLLUTANTS:

2.1.1 Non-Hazardous Wastes: Solid or liquid substances that are to be discarded by the Contractor and that normally do not constitute a hazard to man or to the environment. This includes, but is not limited to, paper, metal (other than toxic metals such as lead and mercury), masonry, wood, brick, stone, asphaltic concrete, plastics, rubber, rubbish and concrete.

2.1.2 Hazardous Wastes: Solid and liquid substances that are to be discarded by the Contractor and that constitute a significant active or potential hazard to man and/or to the remainder of the environment. This includes, but is not limited to asbestos, glass, lead, mercury, pesticides, herbicides, other toxic chemicals and waste, liquid petroleum products, human excrement, garbage, sediment and radioactive materials.

2.1.3 Protection of Natural Resources: It is intended that the natural resources within the limits of permanent work performed under this contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. The Contractor shall confine his construction activities to areas defined by the work schedule, plans, and specifications.

3. EXECUTION

3.1 CONTROL AND DISPOSAL OF HAZARDOUS AND NON-HAZARDOUS WASTES:

3.1.1 Non-hazardous wastes, except rubble, shall be picked up and disposed of daily or placed in containers which are emptied on a weekly schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and other areas. The Contractor shall transport all such waste off the Base, unless he desires to use the Base Sanitary Landfill or rubble disposal areas.

3.1.2 If transporting any material off Government property, the Contractor shall provide the Contracting Officer a copy of State and/or local permit which reflects the responsible agency's approval of the disposal area and proposed waste disposal methods.

3.1.3 Rubble such as masonry, stone, concrete without reinforcing steel, and brick may be deposited as directed on the Base. Upon completion, the work and disposal area shall be left clean and natural looking. All signs of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated.

3.1.4 Optional use of Base Landfill shall require compliance with Landfill rules. Such rules do not allow accepting recyclable metals nor reusable wood or lumber over six feet in length.

3.2 HAZARDOUS WASTES:

3.2.1 Garbage Disposal: The Contractor shall transport any garbage to the Base Sanitary Landfill. However, the preparation, cooking and disposing of food are strictly prohibited on the project site.

3.2.2 Liquid wastes shall be stored in corrosion-resistant containers, removed from the project site, and disposed of not less frequently than monthly unless directed otherwise. Disposal of liquid waste shall be in accordance with Federal, State and Local regulations. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. For oil and hazardous material spills which may be large enough to violate Federal, State and Local regulations, the Contracting Officer shall be notified immediately. The Base Sanitary Landfill will not accept liquid wastes nor empty drums.

3.2.3 Asbestos disposal in the Base Sanitary Landfill will be mandatory when friable asbestos is encountered. If such asbestos is encountered, provisions for handling or disposal shall comply with the applicable section of this specification; if not specified, such requirements shall be as directed.

END OF SECTION

SECTION 09900

SCOPE OF PAINTING/REFINISHING WORK AND MAXIMUM LEAD CONTENT

PART 1 - GENERAL

1.1 The work includes the repainting of interior surfaces and refinishing or waxing of floors in various types of units as scheduled.

1.1.1 Cost of repainting of interior surfaces; refinishing of handrails and newel posts; removal, cleaning and reinstallation of venetian blinds, shades and curtain rods; and replacement of air filter shall be included in the unit price for each type of unit listed.

1.1.2 The waxing of wood floors shall be based on a unit price for each type of unit listed.

1.1.3 Refinishing of natural finish wood cabinets and hardwood floors, stairs and landings in various quarters may be included as directed.

1.1.4 No waxing or refinishing of wood cabinets or floors will be required in occupied units.

1.1.5 Extensive surface preparation will be required in all units.

1.2 GENERAL DESCRIPTION OF UNITS: Approximate square footages are provided in Table 09900 - 1 hereinafter for information only. Payment will be made per unit or per square foot as listed on the Schedule of Work.

1.2.1 Midway Park: The units are in one-story buildings, single or double occupancy, and are of wood frame construction throughout. Floors are hardwood except the kitchens have resilient flooring and the bathrooms with ceramic tile floors with ceramic tile base. Walls and ceilings are plastered. Bathrooms have plastered walls and ceiling and fiberglass tub enclosures. Doors are either wood or metal and windows are prefinished aluminum. Windows are equipped with shades and/or venetian blinds except draw drapery rods in living room and curtain rods in kitchens. Kitchen wall and base cabinets are natural wood finish.

1.2.2 Tarawa Terrace: The units are in one-story frame buildings with concrete floor slabs on grade or wood floors with crawl space. Floors are covered with resilient tile except bathrooms which have either resilient flooring or ceramic tile floors with ceramic tile base. Walls and ceilings are gypsum wallboard with textured finish. Doors are wood with wood frames. Bathrooms have gypsum board walls and ceiling and fiberglass tub enclosures and natural wood finish or white vanities. Kitchen cabinets, wall and base, are natural wood finish. Windows are wood or prefinished aluminum, equipped with venetian blinds, traverse rods and curtain rods.

1.2.3 Paradise Point, Berkeley Manor and Air Station Capehart units are one-story buildings of wood frame construction throughout, some with partial masonry facade. Walls and ceilings at Air Station Capehart are plaster. Walls and ceilings are gypsum wallboard at Paradise Point and Berkeley Manor.

Floors are hardwood, except that kitchens have resilient tile flooring and bathrooms have ceramic tile floors with ceramic tile wainscot in certain areas. Windows are prefinished aluminum with wood trim and are equipped with venetian blinds. Doors are wood with wood frame and trim. Kitchen cabinets (wall and base) and shelving are painted wood. Some quarters have prefinished plywood paneling or redwood paneling which does not require refinishing.

1.2.4 Paradise Point and Hospital Point Cracker Boxes: The houses are one-story buildings of wood frame construction. Walls and ceiling are gypsum wallboard. Floors are hardwood, except that kitchens have resilient tile flooring and each bathroom has ceramic tile floor with ceramic tile wainscot. Doors are of wood and metal type and windows are natural wood finish. Windows are equipped with venetian blinds, traverse rods and curtain rods. Kitchen cabinets, wall and base, and shelving are natural wood.

1.2.5 Paradise Point Area Cape Cods: The houses are one-story and 1-1/2 story buildings with concrete floor slabs on grade and steel frame walls and roof construction. Walls and ceiling are plaster or wallboard. Floors are hardwood parquet type, except that kitchens have resilient flooring and bathrooms have ceramic tile floors and wainscot. Windows are prefinished aluminum equipped with venetian blinds, traverse rods and curtain rods. Interior doors are wood with metal frame and exterior doors are metal. Kitchen cabinets (wall and base) and shelving are natural wood finish.

1.2.5.1 Paradise Point, Hospital Point, Rifle Range and Courthouse Bay Areas: Two-story houses with garage. The houses are two-story buildings with wood framing and wood flooring systems, walls and roofs. Walls and ceilings are mostly plaster. Kitchens, bathrooms, powder rooms, and some ceilings in other rooms are gypsum board. Interior doors are wood with wood frames and trim, and exterior doors are metal. Windows are prefinished aluminum and equipped with venetian blinds, traverse rods and curtain rods. Kitchen cabinets (wall and base) and vanities are natural wood finish or prefinished wood. Floors are finished hardwood in all areas except kitchens, maid's room, maid's room bath, utility rooms, and powder rooms which have resilient flooring. Floors in other bathrooms are ceramic tile with ceramic tile wainscot. Floors in garages, porches and breezeways are concrete. Garages do not require painting. Interior surfaces of screened-in porches will not be painted. Interior of enclosed porches will be painted. A stippled finish was provided in almost all units by the most recent repainting.

1.2.5.2 Paradise Point and Hospital Point:

a. Two-Story Quarters Without Garage: these quarters do not have maid's rooms or garages. Materials of construction are practically the same as described for the two-story quarters with garages. Interior of surfaces of enclosed porches shall be painted. Screened porches shall not be painted.

b. Two-Story VIP quarters are similar to two-story with garages except as indicated. Most floors have wall-to-wall carpeting. Wood trim and other features may well be more ornate than standard two-story quarters, and porches for Quarters 2000 and 2001 are larger.

1.2.6 Watkins Village: Two-story townhouse type frame structures incorporating garages. Two-story wood frame construction buildings on slab on grade. All wall and ceiling surfaces are gypsum board with sand finish. Floors are resilient materials. Doors, windows and trim are wood or metal. Bathrooms have vinyl wall covering or painted wallboard. Cabinets are wood or pressboard with synthetic finish appearing to be natural wood.

PART 2 - PRODUCTS

2.1 MAXIMUM LEAD CONTENT of any finishes applied shall be 0.06 percent by weight (calculated as lead metal). Testing shall be in accordance with American Society for Testing and Materials D 2088, Low Concentrations of Lead in Paint, Determination of.

TABLE 09900 - 1

Calculated approximate wood floor area subject to refinishing in the various type quarters and total approximate floor area are indicated.

	AREA IN SQUARE FEET	
	<u>Total Floor Area</u>	<u>Wood Floor Area</u>
a. <u>Midway Park Units</u>		
<u>Two-bedroom units</u>	775	510
b. <u>Capehart Houses, Paradise Point</u>		
<u>Three-Bedroom Houses</u>		
Type C	1,636	1,057
Type E	1,404	1,008
Type F	1,978	996
Type H	1,350	869
Type I	1,350	863
<u>Four-Bedroom Houses</u>		
Type A	1,936	1,245
Type B	1,858	1,282
Type D	1,465	1,071
Type G	1,359	913
c. <u>Capehart Houses, Berkeley Manor</u>		
<u>Three-Bedroom Houses</u>		
Type L	1,288	759
Type M	1,170	800
<u>Four-Bedroom Houses</u>		
Type G	1,359	913
Type J	1,350	833
Type K	1,288	868

AREA IN SQUARE FEET

	<u>Total Floor Area</u>	<u>Wood Floor Area</u>
<u>d. Capehart Quarters, Air Station, Officers</u>		
<u>Two-Bedroom Units</u>		
Type D	1,080	830
<u>Three-Bedroom Units</u>		
Type B	1,512	1,065
Type E	1,296	892
<u>Four-Bedroom Units</u>		
Type AA	2,037	1,500
Type A	1,512	1,362
Type C	1,490	1,100
Type F	1,080	995
<u>e. Capehart Quarters, Air Station, Enlisted</u>		
<u>Two-Bedroom Units</u>		
Type G	1,015	800
<u>Three-Bedroom Units</u>		
Type H	1,202	940
<u>Four-Bedroom Units</u>		
Type I	1,260	1,165
<u>f. Watkins Village</u>		
Senior Enlisted Members (SEM)	1,673	NONE
Junior Enlisted Members (JEM)	874	NONE
<u>g. Paradise Point and Hospital Point (Cracker Boxes)</u>		
<u>Three-Bedroom Houses</u>	1,464	1,004
<u>h. Paradise Point (Cape Cod)</u>		
<u>One-Story</u>	1,269	858
<u>One and One-Half Story</u>	1,460	960
<u>i. Paradise Point, Courthouse Bay and Rifle Range</u>		
<u>Two-Story With Garages</u>		
First Floor		637
Second Floor		743
	TOTAL: 2,516	1,380
<u>Paradise Point and Hospital Point</u>		
<u>Two-Story Without Garages</u>		
First Floor		502
Second Floor		539
	TOTAL: 1,690	1,041
<u>Naval Hospital, H-25 Through H-27</u>		
First Floor		871
Second Floor		743
	TOTAL: 3,227	1,614

	AREA IN SQUARE FEET	
	<u>Total Floor Area</u>	<u>Wood Floor Area</u>
j. <u>Tarawa Terrace</u>		
Standard Two Bedroom	734	NONE
Standard Three Bedroom	888	NONE
A	1,281	NONE
B	1,272	NONE
C	1,155	NONE
C-2	1,161	NONE
X-1	1,166	NONE
X-2	1,046	NONE
OD-1A	743	NONE
OD-2	614	NONE
OD-3	858	NONE
O-1	960	NONE
O-3	948	NONE
O-4	801	NONE

END OF SECTION

SPEC: 05-85-6351

INTERIOR PAINTING AND FINISHED SURFACE PREPARATION
OF FAMILY HOUSING

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

and

MARINE CORPS AIR STATION, NEW RIVER
JACKSONVILLE, NORTH CAROLINA

PART - I

PAINTING AND SURFACE PREPARATION

05-85-6351

PART - I

SECTION 09920
INTERIOR PAINTING

PART 1 - GENERAL

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

FEDERAL SPECIFICATIONS (Fed. Spec.):

TT-E-508C	Enamel, Interior, Semigloss, Tints and white
TT-P-30E	Paint, Alkyd, Odorless, Interior <i>Non-penetrating - Flat paint.</i>
TT-P-645A	Primer, Paint, Zinc-Chromate, Alkyd Type
TT-P-791B(2)	Putty, Linseed Oil Type (for Wood Sash Glazing)

1.2 GENERAL REQUIREMENTS: All previously painted interior surfaces and other items as specified hereinafter are to be painted. Prior to painting, all the surfaces shall be restored to match existing either textured or smooth and in a clean condition so as to yield a like-new appearance after painting.* Cleanup includes not only the removal of spatters resulting from this operation, but also the removal of old paint from all areas specified not to be painted.* Surfaces to be painted shall be thoroughly clean and dry when paint is applied.* Interior areas shall be broom cleaned and dust free before and during the application of any painting material. Painting materials shall be worked thoroughly into all joints and crevices and open spaces. Colors and shades of colors shall be as directed unless specified otherwise hereinafter.* Succeeding coats of paint shall vary sufficiently in shade from the color of the preceding coat to permit ready identification. Repairs shall be completed before repainting adjacent areas. Finished surfaces shall be smooth, even, and free of defects, except each finish on prepared areas of walls shall match existing adjacent finish, such as Watkins Village which originally had a sand finish, etc. Damaged painting shall be retouched before applying succeeding coats of paint. Paints and paint materials shall be delivered in unbroken original packages bearing the manufacturer's name and brand designation. Storage of paints and paint materials and the mixing of paints shall be restricted to locations directed. Reduction of paints to proper brushing consistency shall be accomplished by adding fresh paint, except that when thinning is mandatory for the type of paint being used, written permission to use thinners shall be obtained from the Contracting Officer. The written permission shall include quantities and types of thinners to use. Thinners shall not be allowed on the job site unless written permission for thinning has been given by the Contracting Officer. Maximum lead content is specified in Section 09900, "Scope of Painting/Refinishing Work and Maximum Lead Content".

1.3 REPAIRS are specified in appropriate sections of this specification according to the material to be repaired.

1.4 SAMPLING AND TESTING of paints as specified hereinafter shall be provided wherever quantities of paint in excess of 50 gallons of one type are required. Paints proposed for use shall be sampled from material delivered to the job site and tested by a recognized, independent testing laboratory

approved by the Contracting Officer at the Contractor's expense. Paint proposed for use shall be stored on the project site in sealed and labeled containers. Upon notification by the Contractor that the material is at the site, a one-quart sample of each batch shall be obtained by random selection from the sealed containers by the Contracting Officer. Adequate mixing prior to sampling shall be accomplished to insure a uniform representative sample. A batch is defined as that quantity of material processed at one time and identified by a number on the label. Samples shall be clearly identified by designated name, specification number, batch number, project contract number, intended use, and quantity involved. Testing shall include all tests specified in the standard specification for the paint and any requirements specified herein, specifically including composition of both pigment and vehicle, and quantitative and qualitative requirements for mixed paint. Other samples may be taken from paints being used on the job and tested by the Government at any time.

PART 2 - PRODUCTS:

2.1 ALL PAINTS shall contain four percent tetrachlorophenol based on the total non-volatile content of the paint or other approved fungus inhibitors.

2.2 WOOD PUTTY shall conform to one of the following:

- a. Wood Putty: TT-P-791
- b. "Plastic Wood" or approved equal.

*To be removed prior to
All nails, staples, screws & like fixt.*

PART 3 - EXECUTION

3.1 PREPARATION OF SURFACES: ^{Nail pops & other deflections & defects in walls & ceilings} All dirt, rust, brush or roller marks, old paint runs, alligating, scale, splinters, loose particles, disintegrated paint, grease, oil, and other deleterious substances shall be removed from all surfaces which are to be painted or otherwise finished. All protruding nails (except gypsum board nails), staples, and other hangers of a similar nature shall be pulled. Gypsum board nails shall be reset and respackled. Holes not exceeding 2-inches in diameter and cracks in all surfaces shall be puttied or spackled, smooth, even and free of defects, except each finished or prepared area of wall shall match existing adjacent finish, prior to painting. All siding on walls in enclosed porches of all houses shall be scraped to remove all loose paint. Existing enamel and other glossy surfaces shall have their entire surfaces sandpapered before application of any coatings; old runs and roller marks shall be removed during surface preparation. ^{as specified} Areas behind all radiators shall be hand scraped before painting. All trim including door and windows, base boards, door and window stops, shall be renailed and caulked if any crack exists that will not be filled by paint. Cracks in plaster surfaces shall be repaired as described in paragraph 3.1.2.3 of this Section. All surfaces shall be sanded to feather edges of old paint to the point that these edges are imperceptible. Taped joints in gypsum board surfaces shall be repaired to match existing wall/ceiling surface. ^{practically}

both tile, plaster walls, trim & baseboards

in excess of 1/4"

3.1.1 Surface defects shall be removed or repaired to provide a perfect finish just as if the walls, ceilings, trim, and cabinets were new. All corrections to surface defects are a part of the unit price of "Part I - Painting and Surface Preparation" or "Part II - Refinishing" EXCEPT when "Part III - Special Preparation of Surfaces" is applicable.

2nd coat - 2 days? NO

05-85-6351
09920 - 2

*Stoops - 3 days
Special prep - 1 day*

3.1.2 Special Preparation of Surfaces: The types of work included in "Part III - Special Preparation of Surfaces" are indicated in the contents and are specified hereinafter. These items will be listed separately on the job order and will be paid for at the rates bid on the Schedule of Work.

3.1.2.1 Sanding of Existing Wall and Ceiling Surfaces: Sanding is to correct unfeathered edges due to peeling paint, existing roller marks and paint drips, and correction of old patches. These areas shall be sanded smooth to provide an imperceptible transition with the existing surface.

Included
3.1.2.2 Sanding of Wood Trim: Wood surfaces shall be scraped to remove peeling paint. These surfaces shall be sanded down smooth to eliminate any edges between old paint layers on where checking in the wood is present. All surfaces which are bare in their existing condition, or made bare by cleaning methods, shall be primed with one coat of TT-E-508 enamel before finish is applied. *practically*
due to poor previous bonding

3.1.2.3 Repair of Cracks in Plaster Surfaces: Cracks in plaster surfaces including primer shall be accomplished in accordance with Section 09150, "Plaster Repairs". All cracks shall be grooved out to permit proper bonding of the new plaster. *Deal w/ cracks ↓*

3.1.2.4 Retaping and Respackling of Gypsum Board Joints: Retaping of gypsum board including primer shall be accomplished in accordance with Section 09250, "Gypsum Board Repairs". New joint shall be spackled and sanded to provide an imperceptible transition with existing surface. If existing surface is textured, then sanded area shall be textured to match existing surface.

3.1.3 Metal surfaces to be painted shall have all deleterious substances removed as specified hereinbefore and shall be sandpapered, wire brushed or rubbed with steel wool over their entire surfaces, and scraped where necessary to remove loose paint.

3.1.3.1 Any rusted spots shall be cleaned down to bare metal including spots where rust discoloration appears through the existing paint. The removal shall be to the extent that only discoloration from rust in deep pits remains. Otherwise, the surfaces shall be cleaned to bright metal.

3.1.3.2 Primer: Immediately after such cleaning and before any new rust has formed, the bare surfaces shall receive a coat of zinc chromate primer conforming to TT-P-645.

3.2 WORKMANSHIP shall be first-class in every respect. Paint and enamel finish shall be applied carefully, in accordance with the manufacturer's instructions, with good clean brushes, or approved rollers. No spray painting will be permitted. *w/ the expressed permission of the OTC* The work shall be so conducted as to avoid damage to other surfaces and public and private property in the area. Any damage thereto shall be made good by the Contractor at his expense. Sufficient time shall be allowed between coats to assure thorough drying, and each coat shall be in proper condition before the next coat is applied. Sanding and dusting as required to produce finishes free of visible defects when viewed from a distance of five feet, shall be performed. Finish coats shall be smooth and

free from runs, sags, or other defects. Each coat of paint shall be of sufficient thickness to cover completely the previous coat or surface. Paints and enamels shall be applied with a minimum of laps and rebrushings. Interior paint may be applied at any time provided the surfaces to be painted are dry and the temperature can be kept above 45 degrees Fahrenheit during the application of ordinary paints, and between 65 and 95 degrees Fahrenheit during the application of enamels. Adequate ventilation shall be provided.

3.3 PAINTING: No finish coat shall be applied in any unit until surface preparation has been inspected and approved by the Contracting Officer. Surfaces to be painted shall include all painted surfaces in all rooms, spaces, and closets, and interior painted surfaces of enclosed porches. All previously painted shoe moulding shall be painted. Diffusers in ceiling in Tarawa Terrace I shall be painted to match ceiling surface. Previously painted kitchen cabinets (both base and wall) doors, vanities, and medicine cabinets shall be painted on all interior and exterior surfaces, including tops and bottom sides and exposed edges. Painted metal window sash and frames shall be painted as specified for woodwork. Radiators and grilles shall be painted to match adjacent wall surfaces. The Contractor shall remove refrigerators and electric ranges, as necessary, in order to repaint the surfaces behind or to the side of these units. It is not intended to remove hot water heaters, radiators and other heating units for painting any surfaces behind these items; however, all accessible painted surfaces shall be repainted. Care shall be taken to reconnect refrigerators and ranges after painting operations. Any damage or loss of contents resulting from failure to reconnect these units shall be compensated for by the Contractor. All cabinet drawers previously painted on the inside shall be repainted on the inside. All windows shall be freed-up for final inspection of the house. All painted doors shall be thoroughly dry before closing. If bathrooms and refrigerators are used by the Contractor personnel, they shall be cleaned and readied for the new occupants before completion. Cooking stoves shall not be used by Contractor personnel.

3.3.1 Surfaces Not to be Painted:

- a. Stainless steel surfaces
- b. Prefinished items not specified to be painted elsewhere in this specification
- c. Bituminous coated surfaces
- d. Glass
- e. Ceramic or vitreous surfaces
- f. Zinc-coated or copper pipe under insulation
- g. Zinc-coated duct in unpainted areas
- h. Brick
- i. Floors, including natural finish shoe mould
- j. Electrical fixtures, receptacles, switches and cover plates
- k. Door and cabinet hardware except hinges
- l. Brick or concrete not previously painted
- m. Water closet seats
- n. Interior of screened porches and open breezeways

3.3.2 Living room, dining room, hallways, bedrooms, closets, garages and the interior of enclosed porches in two-story with maid's room and garage which are finished wall or ceiling surfaces shall be given finish coats as follows:

- a. Walls and ceilings shall be given one coat of alkyd paint conforming to TT-P-30.
- b. Woodwork, including windows, casing and valance, doors and casing, baseboards and painted shoe moulding shall be given one coat of semigloss enamel conforming to TT-E-508. Refinishing of handrail and newel post is specified in Section 09930.

3.3.3 Kitchen and bathroom walls, ceilings, previously painted cabinets and vanities, metal cabinets and shelves, metal shower stalls, and woodwork shall be given one finish coat of semigloss enamel conforming to TT-E-508.

3.3.4 The Contractor shall be required to leave one quart of each specified type paint used in each unit, for occupants use.

3.4 COLOR SCHEDULE:

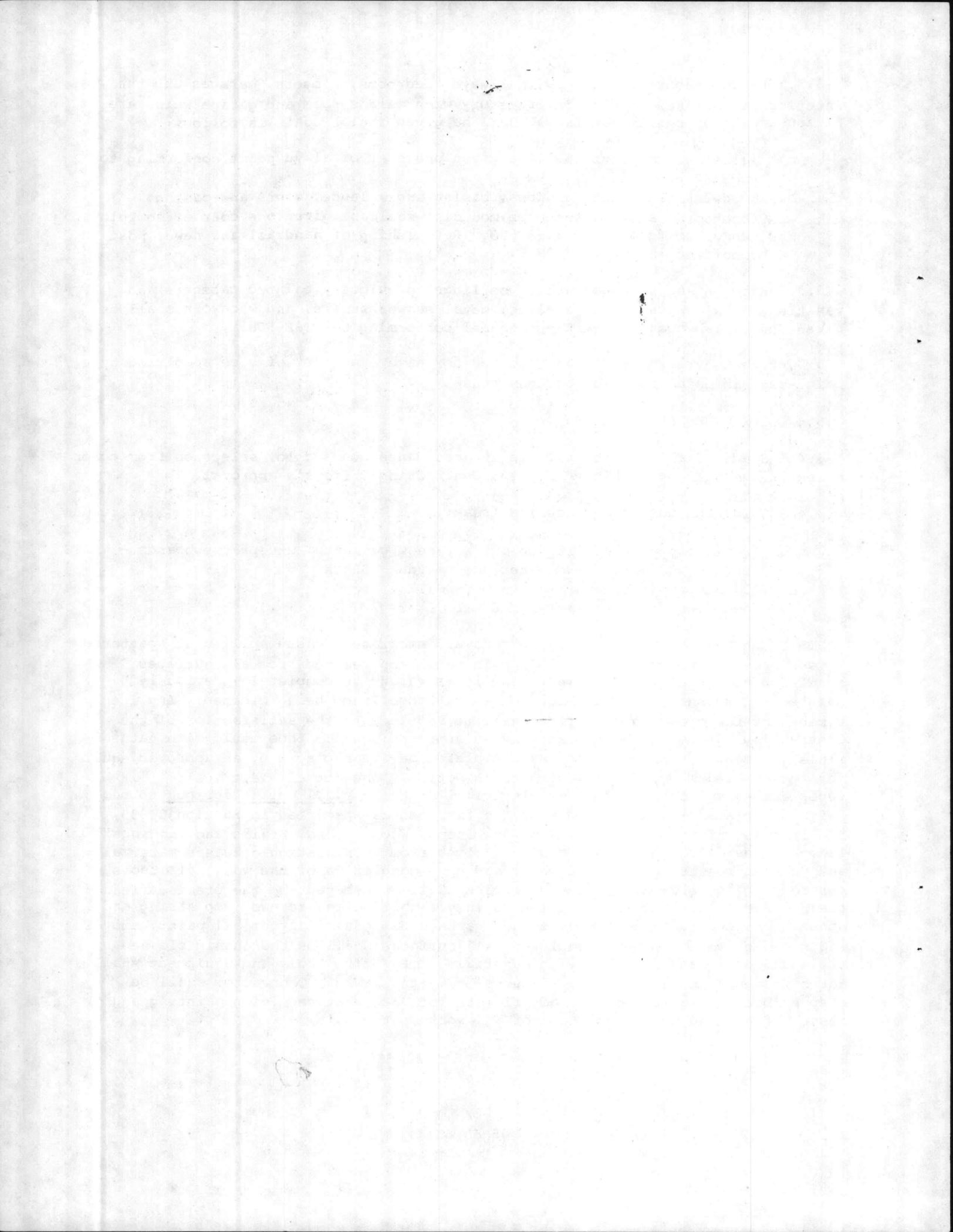
3.4.1 Shade of all colors shall be in accordance with a color selection from color chips which shall be furnished for the Contracting Officer's approval.

3.4.2 Color Schedule - All Housing Areas:

- a. Previously painted kitchen and bathroom cabinets, except toe boards - WHITE
- b. Kitchen and bathroom cabinet toe boards - BLACK
- c. All other painted surfaces - OFF-WHITE
- d. Wood door sills - GRAY DECK ENAMEL

3.5 CLEAN UP: New paint shall be removed immediately where spilled or spattered on surfaces not to be painted. Old paint shall be removed from all surfaces specified not to be painted, including items which are completely previously painted. Care shall be taken not to damage those items being cleaned. Any item damaged by the cleaning operation shall be repaired to the satisfaction of the Contracting Officer or be replaced by an approved equal. Shoe mould with natural finish, receptacle plates, and switch plates may be replaced by an approved equal in lieu of cleaning, at the Contractor's option. The actual electrical receptacles, switches, and other electrical fixtures shall not be scraped to remove paint. Replaced shoe moulding shall be finished as specified in Section 09930, "Refinishing of Natural Finish Woodwork Items, Wood Floors, Stairs and Landings". The premises shall be kept free at all times from accumulation of waste material and rubbish resulting from the work, and upon completion of the work, all tools, scaffolding, surplus material and rubbish shall be removed and the premises left clean. Special care shall be taken to insure that nails, screws, mop string and other items are removed from sinks and garbage disposals. After all paint removal and touch-up work has been completed, all surfaces shall be thoroughly cleaned of all dust, dirt, and other foreign materials. Painting tools and equipment shall not be cleaned in the plumbing fixtures or on the lawns. Contractor shall be responsible for replacement of air filters for each unit receiving painting and or floor refinishing upon completion of all work in the unit.

END OF SECTION



SECTION 09925
FLOOR WAXING

PART 1 - GENERAL

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

FEDERAL SPECIFICATIONS (Fed. Spec.):

P-W-115A(3) Wax Floor, Water Emulsion Slip-Resistant

PART 2 - PRODUCTS

2.1 WAX for existing hardwood floors not refinished shall conform to P-W-115. Wood floors shall be given one coat of wax, applied in accordance with the manufacturer's instructions.

PART 3 - EXECUTION

3.1 FLOORS refinished under this contract, resilient flooring and ceramic tile shall not be waxed. Waxing floors shall be done after all painting items have been completed for a given unit. The waxed floors shall present a clean appearance free from scuffs, smears, or dirt marks.

END OF SECTION

... of the ...

SPEC: 05-85-6351

INTERIOR PAINTING AND FINISHED SURFACE PREPARATION
OF FAMILY HOUSING

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

and

MARINE CORPS AIR STATION, NEW RIVER
JACKSONVILLE, NORTH CAROLINA

PART - II

REFINISHING

05-85-6351

PART - II

SECTION 09930
REFINISHING OF NATURAL FINISH WOODWORK ITEMS,
WOOD FLOORS, STAIRS AND LANDINGS

PART 1 - GENERAL

1.1 APPLICABLE PUBLICATION: The publications listed below forms a part of this specification to the extent referenced. The publication is referred to in the text by basic designation only.

FEDERAL SPECIFICATION (Fed. Spec.):

TT-C-542E Coating, Polyurethane, Oil-Free, Moisture-Curing

1.2 GENERAL REQUIREMENTS: The work includes the refinishing of hardwood floors and/or natural finish wood cabinets where directed. Refinishing of floors and/or natural finish wood cabinets will be assigned specifically and listed separately from painting. All units painted will not receive floor refinishing and/or natural finish wood cabinets but two-story units will receive refinishing of handrail and newel post. Lead content is specified in Section 09900, "Scope of Painting/Refinishing Work and Maximum Lead Content". Approximate floor areas are specified in Table 09900 - 1.

1.2.1 Payment for refinishing hardwood floors, stairs, landings, shoe mould, and threshold strip will be based on the actual square feet refinished.

1.2.2 Price for refinishing hardwood floors, stairs, landings, shoe mould and threshold strip shall be the unit price per square foot listed on the accepted Schedule of Work.

1.2.3 Price for painting any two-story unit shall include refinishing handrail and newel post.

1.2.4 Price for refinishing natural finish wood cabinets shall be the unit per square foot listed on the accepted Schedule of Work.

PART 2 - PRODUCTS

2.1 SEALER: As recommended by the polyurethane coating manufacturer.

2.2 POLYURETHANE FINISH: Two coats of clear, oil-free, moisture-curing, polyurethane conforming to TT-C-542, Type 1, Class 1.

2.3 NONFLAMMABLE PAINT THINNER or varnish remover shall be as recommended by the finish manufacturer, but shall have a flash point higher than 140 degrees Fahrenheit.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION:

3.1.1 Existing finish, sealer, wax and dirt shall be manually removed with nonflammable paint and varnish remover and No. 3 steel wool pads.

3.1.2 Sweep or vacuum all floor surfaces by sweeping or vacuuming. "Tack" all surfaces with nonflammable paint thinner or varnish remover. Do not walk on floors thereafter until sealer specified has been applied and is dry. Wipe off all footmarks.

3.2 FINISHING:

3.2.1 Sealer: Apply as recommended by the polyurethane coating manufacturer. After drying, buff smooth and even.

3.2.2 Buff with a 150 grit screen wire disc so as to assure total bonding of finish coat.

3.2.3 "Tack" surfaces again with nonflammable paint thinner or varnish remover.

3.2.4 Apply finish coat of TT-C-542, Type 1. Apply coating at the rate of between 300 to 350 square feet per gallon. Apply the second coat in not less than two hours and not over 24 hours after the first coat has been applied. Apply coating with lambs wool applicators or roller as recommended by the manufacturer.

END OF SECTION

SECTION 09931
SANDING AND REFINISHING OF HARDWOOD FLOORS, LANDINGS AND STAIRS

PART 1 - GENERAL

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

FEDERAL SPECIFICATION (Fed. Spec.):

TT-C-542E Coating, Polyurethane, Oil-free, Moisture-curing

PART 2 - PRODUCTS

2.1 SEALER: As recommended by the polyurethane coating manufacturer.

2.2 POLYURETHANE FINISH: Two coats of clear, oil-free, moisture-curing, polyurethane conforming to Fed. Spec. TT-C-542, Type 1, Class 1.

PART 3 - EXECUTION

3.1 SANDING: Before sanding, renail all loose boards. Counter sink nails and fill with an approved wood filler. Remove all shoe molding before sanding and reinstall after all other work has been completed. New shoe molding, at the Contractor's option, may be provided in lieu of reinstalling the old. New wood shoe molding shall be of the same size and wood species and shall have the same finish as the existing. Traverse floors at least three times with an electric powered sanding machine. A rotary disc sander may be used for the final cut, but other cuts shall be made with a drum-type machine. The first cut may be made crosswise of the grain or at a 45-degree angle. Make succeeding cuts in direction of grain. Use No. 2 sandpaper for first traverse, No. 1/2 for second traverse, and No. 0 for the third. Use an electric edger or hand sander for surfacing areas near walls, in corners and small closets. Hand scrape floors as necessary. Follow scraping by hand sanding in same direction as final cut. After final sanding or buffing, sweep floors clean. Do not walk on floors thereafter until sealer specified has been applied and is dry. Wipe off all footmarks.

3.2 FINISHING:

3.2.1 Sealer: Apply as recommended by the polyurethane coating manufacturer. After drying, buff smooth and even.

3.2.2 Polyurethane Finish: Apply coatings at the rate of between 300 and 350 square feet per gallon. Apply the second coat in not less than 2 hours and not over 24 hours after the first coat has been applied. Apply coating with lambs wool applicators or roller as recommended by the manufacturer.

END OF SECTION

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09931 - 1

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SPEC: 05-85-6351

INTERIOR PAINTING AND FINISHED SURFACE PREPARATION
OF FAMILY HOUSING

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

and

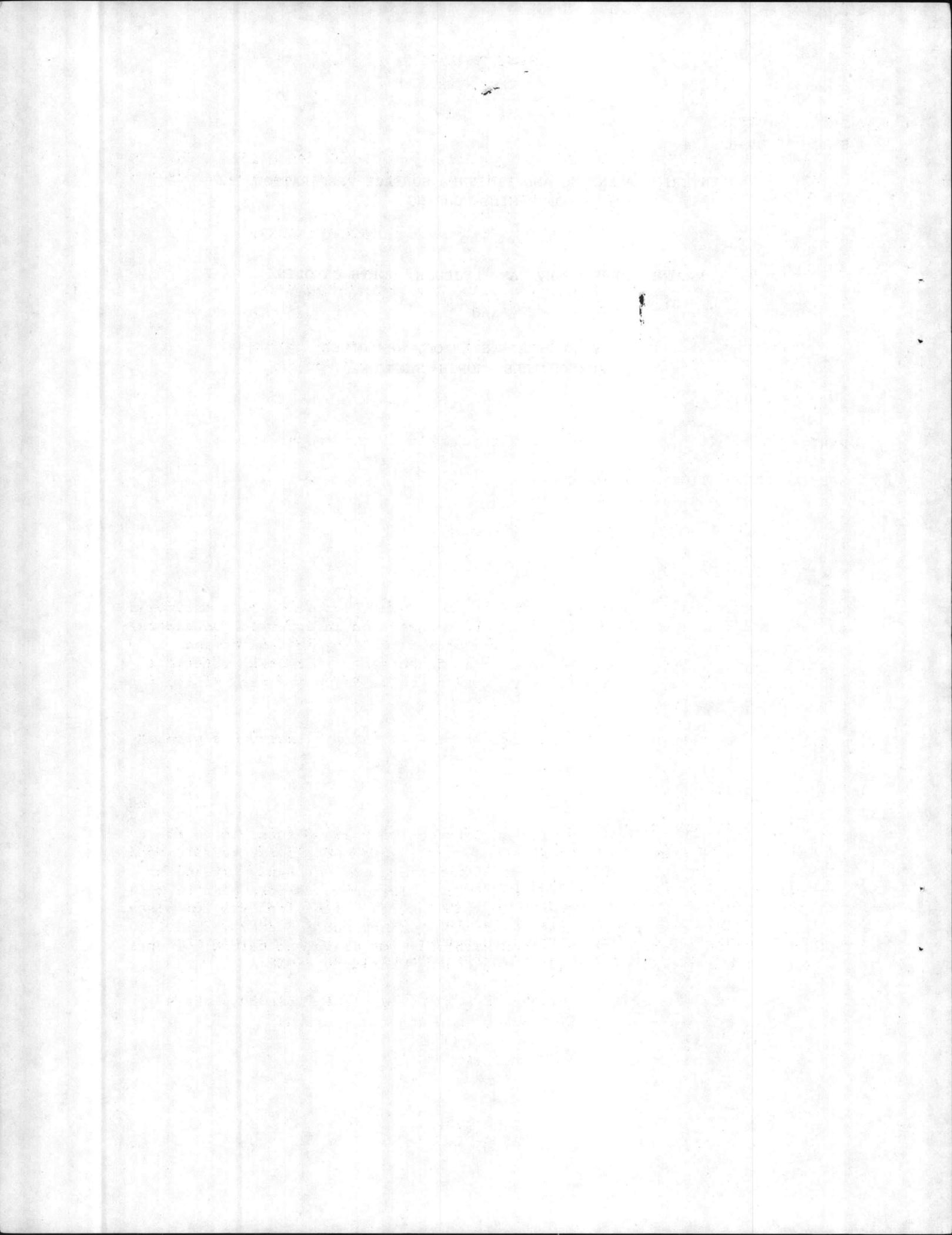
MARINE CORPS AIR STATION, NEW RIVER
JACKSONVILLE, NORTH CAROLINA

PART - III

SPECIAL PREPARATION OF SURFACES

05-85-6351

PART - III



SECTION 09150
PLASTER REPAIR

PART 1 - GENERAL

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

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM):

C 28-80	Gypsum Plasters
C 35-76(81)	Inorganic Aggregates For Use in Gypsum Plaster
C 206-79	Finishing Hydrated Lime

1.2 SUBMITTALS: Submit manufacturer's certificates of conformance attesting that the materials meet the requirements specified.

PART 2 - PRODUCTS

2.1 MATERIALS: Provide materials conforming to the respective specifications and the requirements specified herein.

2.1.1 Gypsum Plaster: ASTM C 28.

2.1.2 Hydrated Lime: ASTM C 206, Type S.

2.1.3 Sand for Gypsum Base Coats: ASTM C 35.

2.2 PROPORTIONING AND MIXING: Except where specified otherwise, materials are specified on a volume basis and shall be measured in approved containers, which will insure that the specified proportions will be controlled and accurately maintained during the progress of the work. Measuring materials with shovels "shovel count" will not be permitted. Ready-mix plaster shall be prepared for use by the addition of water only.

2.3 MIX READY-MIXED PLASTER in accordance with the manufacturer's printed instructions.

PART 3 - EXECUTION

3.1 PREPARATION OF SURFACES: Clean Surfaces to which plaster is to be applied shall be free of all projections, dust, loose particles, grease, bond breakers, gouges, holes, and other foreign matter. Do not apply plaster to surfaces that have been painted or previously plastered. Before plaster work is started, wet underlying surfaces thoroughly with a fine fog spray of clean water to produce a uniformly moist condition. Check metal grounds, corner beads, screeds, and other accessories carefully for alignment before the work is started. Do not apply plaster to surfaces containing frost.

3.2 APPLICATION: Plaster shall be applied to yield a finished surface which is smooth and true to the line of existing undisturbed.

*** END OF SECTION ***

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SECTION 09250
GYPSUM BOARD REPAIRS

PART 1 - GENERAL

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

FEDERAL SPECIFICATIONS (FED. SPEC.)

TT-P-645A Primer, Paint, Zinc-Chromate, Alkyd Type
TT-W-00791B Putty, Linseed Oil Type (for Wood Sash Glazing)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM):

C 36-84 Gypsum Wallboard
C 475-81 Joint Treatment Materials for Gypsum Wallboard Construction
C 514-83 Nails for the Application of Gypsum Wallboard
C 557-73(78) Adhesives for Fastening Gypsum Wallboard to Wood Framing
C 630-84 Water-Resistant Gypsum Backing Board
C 669-75(81) Specification for Glazing Compounds for Back Bedding and Face Glazing of Metal Sash
C 834-76(81) Latex Sealing Compounds
C 840-84 Application and Finishing of Gypsum Board
C 1002-83 Steel Drill Screws for the Application of Gypsum Board

1.2 SUBMITTALS:

1.2.1 Catalog Data: Submit catalog information for each type of gypsum board, fastener, joint treatment material, adhesive, and metal trim. Clearly mark data which describe more than one type or item to indicate which type or item will be provided.

1.2.2 Certificates of Conformance or Compliance: Submit certificates attesting that the following materials meet the requirements specified:

- a. Each type of gypsum board
- b. Fasteners
- c. Adhesive
- d. Metal or plastic trim
- e. Taping or embedding compound
- f. Finishing or topping compound
- g. All-purpose compound

PART 2 - PRODUCTS

2.1 MATERIALS: Shall conform to the respective specifications and standards and to the requirements specified herein. Gypsum board shall be manufactured from asbestos-free materials. Gypsum board will match existing gypsum board in thickness and type.

2.1.1 Gypsum Board: ASTM C 36.

2.1.2 Water-Resistant Gypsum Backing Board: ASTM C 630.

2.1.3 Joint Treatment Materials: ASTM C 475.

2.1.3.1 Taping or Embedding Compound: Specifically formulated and manufactured for use in embedding tape at gypsum board joints and completely compatible with tape and substrate.

2.1.3.2 Finishing or Topping Compound: Specifically formulated and manufactured for use as a finishing compound.

2.1.3.3 All-Purpose Compound: Specifically formulated and manufactured to serve as both a taping and a finishing compound and compatible with tape and substrate.

2.1.3.4 Joint Tape: Perforated cross-laminated, tapered edge, reinforced paper, or special tape recommended by the manufacturer.

2.1.4 Nails: ASTM C 514.

2.1.5 Screws: ASTM C 1002. Type "S" or Type "W" steel self-drilling and self-tapping screws. Use specially designed steel screws as recommended by the manufacturer of the gypsum board for the screw application of gypsum board to wood framing.

2.1.6 Staples: No. 16 USS gage flattened galvanized wire staples with 7/16-inch-wide crown outside measurement and divergent point for the base ply of two-ply gypsum board application. Use as follows:

<u>Length of Legs (inch)</u>	<u>Thickness of Gypsum Board (inch)</u>
1 1/8	1/2
1 1/4	5/8

2.1.7 Adhesives: Adhesive containing benzene, carbon tetrachloride, and trichloroethylene shall not be used.

2.1.7.1 Adhesive for Fastening Gypsum Board to Metal Framing: Type as recommended by the gypsum board manufacturer and approved.

2.1.7.2 Adhesive for Fastening Gypsum Board to Wood Framing: ASTM C 557.

2.1.8 Cornerbead and Edge Trim: Fabricate from protective-coated steel or plastic designed for its intended use. Flanges shall be free of dirt, grease, and other materials that may adversely affect the bond of joint treatment. Materials shall be prefinished or decorated.

2.1.9 Putty: TT-W-00791.

2.1.10 Caulking Compound or Sealant for Wood Sash: ASTM C 834.

2.1.11 Caulking Compound or Sealant for Metal Sash: ASTM C 669.

2.1.12 Primer for Exposed Bare Metal: TT-P-645.

2.1.13 Bond Breakers: Use the type and consistency recommended by the sealant manufacturer for the particular application.

2.1.14 Backstops: Use glass fiber roving or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by the sealant manufacturer. Backstop material shall be compatible with the sealant. Do not use oakum and other types of absorptive materials as backstops.

PART 3 - EXECUTION

3.1 INSPECTION:

3.1.1 Framing and Furring: Verify that framing and furring, if applicable, are securely attached and of sizes and spacing to provide a suitable substrate to receive a new piece of gypsum board where repair by removing existing gypsum board and replacing with new gypsum board patch is proposed. If sizes and spacing of framing and furring are not securely attached to wall or ceiling structural system, either make them more rigidly attached or enlarge patch to reach rigidly attached members. Do not proceed with work until framing and furring are acceptable for application of gypsum board patch.

3.1.2 Gypsum Board Adhesive Application: Verify that surfaces of gypsum board and framing to be adhered by an adhesive are free of dust, dirt, grease, or any other foreign matter that could impair bonding. Do not proceed with work until gypsum board and framing are acceptable for application of adhesively applied gypsum board.

3.2 APPLICATION OF GYPSUM BOARD: If framing and furring members are accessible, apply gypsum board to framing and furring members in accordance with ASTM C 840 and the requirements specified herein. If no framing or furring members are accessible, the existing gypsum board shall be cut out to expose an adequate thickness of framing or furring members to attach the new gypsum board, or another method of obtaining rigidity in the attachment of the new gypsum board shall be submitted to the Contracting Officer and approved by him before the work begins. Apply gypsum board with separate boards in moderate contact; do not force in place. Stagger end joints of adjoining boards. Neatly fit abutting end and edge joints. Cut out gypsum board as required to make neat close joints around openings. Surfaces of gypsum board and substrate members may be adhered together with an adhesive, except where prohibited by fire rating(s). Leave a space approximately 1/4 inch at bottom of gypsum board for caulking. Treat edges of cutouts for plumbing pipes with a waterproofing agent as recommended by the gypsum board manufacturer or treat with two coats of sizing varnish. Extend treatment not less than 4 inches out on paper on both sides of board. Type of gypsum board for use in each System specified herein shall be as indicated.

3.2.1 Application of Single-Ply Gypsum Board to Wood Framing and Furring: Apply in accordance with ASTM C 840, for System I.

3.2.2 Application of Two-Ply Gypsum Board to Wood Framing and Furring: Apply in accordance with ASTM C 840, for System II.

3.2.3 Application of Gypsum Board to Wood Framing by the Adhesive and Nail-On Method: Apply in accordance with ASTM C 840, for System III. This method may be used in lieu of System I at the option of the Contractor.

3.2.4 Application of Gypsum Board to Interior Masonry and Concrete Walls by Means of an Adhesive: Apply in accordance with ASTM C 840, System VI.

3.2.5 Application of Single-Ply Gypsum Board to Steel Framing and Furring: Apply in accordance with ASTM C 840, System VIII.

3.2.6 Application to Arches, Curved Surfaces, and Bending Radii: Apply gypsum board in accordance with ASTM C 840, System IX. Carefully bend gypsum board for curved surfaces into place without damaging face paper. Either dampen or kerf panels approximately one inch on centers on backside. In the latter case, after core has been broken at each cut, apply gypsum board to curved surface formed by framing members and fasten in place.

3.2.7 Floating Interior Angles for Ceilings and Walls: Locate the attachment of fasteners adjacent to ceiling and wall intersections in accordance with ASTM C 840, System XII, for single-ply applications of gypsum board to wood framing.

3.2.8 Control Joints: Install expansion and contraction joints in ceilings and walls in accordance with ASTM C 840, System XIII, unless indicated otherwise.

3.2.9 Application of Foil-Backed Gypsum Board: Apply foil-backed gypsum board in accordance with ASTM C 840, System XIV.

3.3 FINISHING OF GYPSUM BOARD: Tape and finish gypsum board in accordance with ASTM C 840. Provide joint, fastener depression, and corner treatment. Treatment for water-resistant gypsum board shall be as recommended by the gypsum board manufacturer.

3.4 CALKING: Calk openings around pipes, fixtures, and other items projecting through gypsum board. Apply calking material with exposed surface flush with gypsum board.

3.5 PATCHING: Correct surface defects and damage as required to leave gypsum board smooth, uniform in appearance, and ready to receive finish as specified.

*** END OF SECTION ***

SUPERSEDES DECISION

STATE: NORTH CAROLINA

COUNTIES: CRAVEN, CARTERET, DUPLIN,
JONES, ONSLOW, & PAMLICO

DECISION NUMBER: NC83-1081

DATE: DATE OF PUBLICATION

Supersedes Decision No.: NC80-1085 dated August 1, 1980 in 45 FR 51415.

DESCRIPTION OF WORK: RESIDENTIAL CONSTRUCTION PROJECTS—Consisting of single family homes and apartments up to and including 4 stories.

	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
AIR CONDITIONING MECHANICS	\$ 8.00		POWER EQUIPMENT OPERATORS:		
BRICKLAYERS	7.00		Asphalt Raker	\$ 4.39	
CARPENTERS	5.83		Backhoe	5.00	
CEMENT MASONS	5.00		Bulldozer	5.10	
DRYWALL FINISHERS	7.00		Grader	5.00	
DRYWALL HANGERS	6.05		Loader	5.00	
ELECTRICIANS	5.30		Roller	3.94	
INSULATION INSTALLER	4.00		Tractor	4.50	
LABORERS:					
Unskilled	3.52				
Mason Tenders	3.84				
Mortar Mixers	5.00				
Pipelayers	4.47				
PAINTERS	5.00				
PLASTERERS	8.00				
PLUMBERS & PIPEFITTERS	5.51				
ROOFERS	5.91				
SHEET METAL WORKERS	4.78				
SOFT FLOOR LAYERS	7.50				
TILE SETTERS	8.00				
TRUCK DRIVERS	4.00				
WELDERS—Receive prescribed for the craft to which the welding is incidental.					
			Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5 (a) (1) (11)).		

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No.	Name	Age	Sex	Remarks
1	John Smith	25	M	...
2	Mary Jones	30	F	...
3	James Brown	18	M	...
4	Elizabeth White	45	F	...
5	Robert Black	22	M	...
6	Sarah Green	35	F	...
7	William Grey	15	M	...
8	Jane Pink	40	F	...
9	Thomas Blue	28	M	...
10	Anna Yellow	32	F	...