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|--|----------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 of 3 |
| 2. AMENDMENT/MODIFICATION NO. 2 | 3. EFFECTIVE DATE 23-Jul-2002 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY US Army Corps of Engineers, Kansas City District 760 Federal Building, 601 East 12th Street Kansas City, Missouri 64106-2896 | CODE | 7. ADMINISTERED BY (If other than item 6) | CODE |

| | |
|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | (x) 9a. AMENDMENT OF SOLICITATION NO. DACA41-02-R-0006 |
| | 9b. DATED (SEE ITEM 11) 6/28/2002 |
| | 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 number 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 telegraph 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.

(x) 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 NUMBER 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:

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.)

Construction of Upgrade Night Fire Range and Automated Record Fire Ranges, Fort Leonard Wood, Missouri

The Solicitation is amended in accordance with the attached pages.

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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |
| 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 |

1. SOLICITATION NO. DACA41-02-R-0006 is amended as follows:

a. SPECIFICATIONS:

(1) Revised Pages: The following pages are deleted and replaced with revised pages of the same number. A copy of each revised page accompanies this amendment.

SF1442-1 01100-1 DB-1

(2) Reissued Pages: The following pages are reissued without change. A copy of each reissued page accompanies this amendment.

SF1442-2

(3) Revised Sections: The following sections are deleted and replaced with revised sections. A copy of each revised section accompanies this amendment.

| <u>Section No.</u> | <u>Title</u> |
|--------------------|---|
| Section 00010 | Solicitation, Offer and Award - SF-1442, Bidding Schedule |
| Section 00100 | Instructions, Conditions and Notices to Bidder |
| Section 00600 | Representations and Certifications |
| Section 00700 | Contract Clauses |
| Section 00800 | Special Clauses |

(4) Wage Rates: Modification Numbers 5 and 6, dated 06/07/2002 and 07/05/2002, respectively, are added to Department of Labor General Wage Decision Number MO010001; and Modification No. 2, dated 07/05/2002, is added to Department of Labor General Wage Decision Number MO020005. A copy of the new wage rates accompanies this amendment.

2. For convenience, on the revised specification pages, essential changes from the previous issue have been emphasized as follows, however, all portions of the revised specification pages shall apply whether or not changes have been indicated:

- a. Changes within a paragraph are underlined.
- b. New words or sentences, within a paragraph, are underlined.
- c. Paragraphs, containing a word or sentence that was deleted, are underlined.
- d. When an entire paragraph was deleted, the word "Deleted" is underlined and inserted after the paragraph number.

3. Offerors are required to acknowledge receipt of this amendment on the Proposal Form, in the space provided, or by separate letter or telegram prior to receipt of offers. Failure to acknowledge all amendments may cause rejection of the offer.

4. Offers will be received until 2:00 p.m. local time at place of receipt of offers, 8 August 2002 in Room 757, Federal Building, 601 E. 12th Street, Kansas City, Missouri 64106-2896, Attention – Greg Gullledge.

1 Encls

Spec pages as listed

| | | | | | | |
|--|-----------------------------|--|---|-------------------------------------|---------|-------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | | 1. SOLICITATION NO. | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF | PAGES |
| | | DACA41-02-R-0006 | <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 06/28/2001 | 1 | 73 |
| IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | | | | |
| 4. Contract No. | | 5. REQUISITION/PURCHASE REQUEST NO. W58XUW207811937 | | 6. PROJECT NO. PN23301 / PN16032 | | |
| 7. ISSUED BY | | CODE | 8. ADDRESS OFFER TO | | | |
| U.S. Army Engineer District, Kansas City 760 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896 Tel: (816) 983-3845 Fax: (816) 426-5169 | | | See Item 7 Room 757 Attention - Greg Gullede | | | |
| 9. FOR INFORMATION CALL: | A. NAME Gregg C. Gullede | B. TELEPHONE NO. (Include area code) Ext. (816) 983-3808 (NO COLLECT CALLS) | | | | |

SOLICITATION

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".

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

Construction of Upgrade Night Fire Range and Automatic Fire Range,
PN 23301 and 16032
Fort Leonard Wood, Missouri

Description of Work: The work to be performed consists of upgrading a Modified Record Fire Range to a Night Fire Range and of converting the existing 25-Meter Range to an Automated Record Fire Range.

| | |
|---|------------------------------|
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. _____) | |
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS 10 |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS: | |
| A. Sealed offers in original and <u>one</u> copies to perform the work required are due at the place specified in Item 8 by _____ 2:00 PM local time <u>08/08/2002</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. | |
| B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. NOT TO EXCEED 20% OF TOTAL BID AMOUNT | |
| C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. | |
| D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | |

00010-1

OFFER (Must be fully completed by offeror)

| | |
|---|---|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | 15. TELEPHONE NO. (Include area code) (FAX # _____) |
| DUNS NO: CODE FACILITY CODE | 16. REMITTANCE ADDRESS (Include only if different from Item 14) |

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS: See attached Proposal Schedule.

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

| | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|
| AMENDMENT NO. | | | | | | | | |
| DATE | | | | | | | | |

| | | |
|---|----------------|-----------------|
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20B. SIGNATURE | 20C. OFFER DATE |
|---|----------------|-----------------|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Project: Construction of Upgrade Night Fire Range and Automatic Fire Range, PN23301 and PN 16032
 Location: Fort Leonard Wood, Missouri

PROPOSAL SCHEDULE

| <u>ITEM NO.</u> | <u>DESCRIPTION</u> | <u>UNIT</u> | <u>AMOUNT</u> |
|------------------------|--|--------------------|----------------------|
| 0001 | PN 23301 - UPGRADE NIGHT FIRE RANGE | | |
| 0001AA | Design Work for Night Fire Range | lump sum | \$_____ |
| 0001AB | Night Fire Range Buildings | lump sum | \$_____ |
| 0001AC | Site Work for Night Fire Range | lump sum | \$_____ |
| 0001AD | Utility Work for Night Fire Range | lump sum | \$_____ |
| 0002 | PN 16032 - AUTOMATIC FIRE RANGE | | |
| 0002AA | Design Work for Automated Record Fire Range | lump sum | \$_____ |
| 0002AB | Automated Record Fire Range Buildings | lump sum | \$_____ |
| 0002AC | Site Work for Automated Record Fire Range | lump sum | \$_____ |
| 0002AD | Utility Work for Automated Record Fire Range | lump sum | \$_____ |
| TOTAL \$ | | | _____ |

NOTICE TO OFFERORS: For your bid to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE

If you use this practice, see Special Clause
"Field Office Overhead Per Diem Rate".

2. DIRECT COST DISTRIBUTION BASE FOR A PERCENTAGE MARKUP

If you use this practice, see Special Clause
"Field Office Overhead Percentage Markup".

**3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE
UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE**

**YOU MUST DESCRIBE THE ACCOUNTING PRACTICE IN SUFFICIENT DETAIL
BELOW TO ALLOW THE CONTRACTING OFFICER TO DETERMINE WHAT
ACCOUNTING PRACTICE IS BEING UTILIZED BY YOUR COMPANY AND THAT IT
COMPLIES WITH THE FAR.**

**FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATE 3 IS
DECLARED, FAILURE TO PROVIDE A DESCRIPTION WHICH CLEARLY STATES OR DESCRIBES A
CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE
FOR YOUR BID TO BE REJECTED.**

NOTES:

- (1) Proposal prices must be entered for all items of the Proposal Schedule. Award will be made as a whole to one Contractor on the basis of price and non-price related factors. Offeror's attention is directed to SECTION 01120 BASIS FOR AWARD for further details.
- (2) If a modification to an offer is submitted which provides for a lump sum adjustment to the total cost, the application of the lump sum adjustment to each price in the Proposal Schedule must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every price in the Proposal Schedule.
- (3) Offeror's attention is directed to SECTION 00100 paragraph titled "Arithmetic Discrepancies" wherein are procedures for correction of errors.
- (4) Offeror's attention is directed to SECTION 01100: GENERAL for special provisions pertaining to this Solicitation.
- (5) Offeror's attention is directed to SECTION 01100, paragraph titled "Missouri Sales and Use Tax".
- (6) Offeror's attention is directed to the CONTRACT CLAUSES wherein the apparent low offeror is required to submit a subcontracting small business and small disadvantaged business subcontracting plan. The subcontracting plan shall be submitted on the fourteen-page form (SB-1 thru SB-14) which appears at the end of SECTION 00600. Submission of the plan is required prior to award. Award will not be made under this solicitation before the plan is approved by the Contracting Officer.
- (7) Offeror's attention is directed to the CONTRACT CLAUSES, FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items. Certification will be required upon contract completion unless a waiver has been approved by the Contracting Officer. The waiver must be approved prior to contract award.

- (8) The Government will procure this facility through a Best Value competition acquisition in accordance with the provisions set forth in the Request For Proposals (RFP).

POC

| | | | |
|---------------------|----------------|----------|--|
| Contract Specialist | Greg Gulledge | 983-3808 | Gregg.C.Gulledge@usace.army.mil |
| Project Manager | Michelle Riley | 983-3275 | Michele.Riley@usace.army.mil |

- (9) The general outline of the principal features of each item as listed does not in any way limit the responsibility of the offeror for making a thorough investigation of the drawings and specifications to determine the scope of work included in each item. Description of Bid Items are supplemented as follow:

(a) Item No. 0001AA, "Design Work for Night Fire Range", includes all required work to design the Night Fire Range.

(b) Item No. 0001AB, "Night Fire Range Buildings", includes all work within the lines, 5-feet outside the Night Fire Range building lines, except that work covered by Item No. 0001AA.

(c) Item No. 0001AC, "Site Work for Night Fire Range", includes all work required beyond the lines, 5-feet outside the building lines, except that work covered by Item Nos. 0001AA and 0001AD.

(d) Item No. 0001AD, "Utility Work for Night Fire Range", includes all work required beyond the lines, 5-feet outside the building lines, to provide the utilities, except that work covered by Item Nos. 0001AA.

(e) Item No. 0002AA, "Design Work for Automated Record Fire Range", includes all required work to design the Automated Record Fire Range.

(f) Item No. 0002AB, "Automated Record Fire Range Buildings", includes all work within the lines, 5-feet outside the Automated Record Fire Range building lines, except that work covered by Item No. 0002AA.

(g) Item No. 0002AC, "Site Work for Automated Record Fire Range", includes all work required beyond the lines, 5-feet outside the building lines, except that work covered by Item Nos. 0002AA and 0002AD.

(h) Item No. 0002AD, "Utility Work for Automated Record Fire Range", includes all work required beyond the lines, 5-feet outside the building lines, to provide the utilities, except that work covered by Item Nos. 0002AA.

CAUTION!

BEFORE SIGNING AND MAILING THIS PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. SEALED PROPOSALS: Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received, and the date and time proposals are due.
3. AMENDED PROPOSAL PAGES: If any of the Amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. LATE PROPOSALS: In order for a late mailed proposal to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of proposals date.
5. PROPOSAL GUARANTEE: Sufficient proposal guarantee in proper form must be furnished with your proposal, if your proposal exceeds \$50,000.
6. MISTAKE IN PROPOSAL: Have you reviewed your proposal prices for possible errors in calculations or work left out?
7. TELEGRAPHIC MODIFICATIONS: If you modify your proposal by telegram, be sure to allow sufficient time for the telegram to reach us prior to the time set for receipt of proposals. Any doubt should be resolved in favor of allowing Extra Time.
8. FACSIMILE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS: Will not be considered.
9. SECTION 00600: Certifications must be completed and submitted with your proposal. Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, must be submitted prior to award.
10. HAND-DELIVERED PROPOSAL: If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
11. BUY AMERICAN ACT: All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

PLANS AND SPECIFICATIONS

Plans and specifications will be available only on CD-ROM, and will be free of charge. A street address must be provided when requesting a CD-ROM. Requests for the CD-ROM must be made via the Internet at <http://www.nwk.usace.army.mil/contract/contract.html>.

THE MAGNITUDE OF THIS PROJECT IS REPRESENTED BY THE FOLLOWING ESTIMATED PRICE RANGE (See FAR 36.204): **Between \$5,000,000.00 and \$10,000,000.00.**

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

| | | |
|---------------------------|---|----------|
| 52.204-6 | Data Universal Numbering System (DUNS) Number | JUN 1999 |
| 52.211-2 | Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L | DEC 1999 |
| 52.211-6 | Brand Name or Equal | AUG 1999 |
| Section 120 Evaluation | Evaluation Factors | DEC 2001 |

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

- (a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:
- (1) Obviously misplaced decimal points will be corrected;
 - (2) Discrepancy between unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extension of unit prices will be corrected;
 - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on

this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICED contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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

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

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(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 bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, 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) The amount of the bid guarantee shall be **TWENTY (20%)** percent of the bid price or **\$3,000,000.00**, whichever is less.

(d) 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 furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(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.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**CHARLENE A. POINTS
C/O KANSAS CITY DISTRICT, CORPS OF ENGINEERS
ROOM 760 FEDERAL BUILDING
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2896**

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for---
17 July 2002 at 10: a.m.

(c) Participants will meet at---

Post Museum, Bldg 1607
South Dakota Ave.
Fort Leonard Wood, Missouri

(d) Point of Contact is - - Jesse Vance, Project Engineer 573-596-0081

(e) Be aware of increased security measures in effect. Valid photo ID and proof of auto registration/insurance is required. Allow extra time to clear security checkpoints.

(f) This will be the only opportunity to visit the site prior to the award. No other site visit is scheduled for this solicitation. **Individual or self-guided site visits will not be allowed.**

(g) Questions regarding this solicitation may be submitted prior to, or during, the organized site visit. Questions may be submitted in advance by e-mail to **Michele.A.Riley@usace.army.mil** . Questions submitted the day of the site visit must be in writing. There will be a Q&A session at the end of the site visit when the submitted questions will be read aloud and answered, if possible. After the Q&A session, any questions requiring further research will be answered and a Q&A document, consisting of all questions and answers, will be posted to the public web site for the solicitation at www.nwk.usace.army.mil. This procedure will ensure that all parties have access to the questions and answers.

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals 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 proposal must initial each erasure or change appearing on any proposal form.

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

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

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

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

<http://www.acq.osd.mil/dp/dars/dfars.html>

http://acqnet.saalt.army.mil/library/AFAR/AFARS_OCTOBER_2001.pdf

<http://www.hq.usace.army.mil/cepr/asp/library/>

FIELD OFFICE OVERHEAD PERCENTAGE MARKUP

If any change to the contract, issued pursuant to the changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, of the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

FIELD OFFICE OVERHEAD PER DIEM RATE

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

BID BOND REQUIREMENTS (DEC 1989) (FAR 28.101-2): If your bid exceed \$50,000.00, the bid bond shall be in the amount of 20% of the bid price or \$3,000,000, whichever is the lesser amount. (See CONTRACT CLAUSE titled "Bid Guarantee.")

SECTION 00110

SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. PROPOSALS

Proposals for the work described herein, will be received until the date and time indicated on Standard Form 1442 in Section 00010, at the following address:

U.S. Army Engineer District, Kansas City
 757 Federal Building
 601 East 12th Street
 ATTN: CENWK-CT-C/Mr. Gregory C. Gullede
 Kansas City, Missouri 64106-2896

2. PROPOSAL FORMAT

a. The proposals (originals) shall be no more than **50** pages total all volumes, in the following format:

| Proposal Document | | Original | Copies |
|-------------------|----------------------|----------|--------|
| VOLUME 1 | - Technical Proposal | 1 | 6 |
| VOLUME 1, Part 2 | - Price Proposal | 1 | 1 |

The information required by paragraph: INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, subparagraph (c)(2), shall be included in Volume 1, before Part 1.

b. Proposal Characteristics.

(1) All text must be legible and easily read. The page size of the offeror’s proposal shall not exceed 8-1/2 inch by 11 inch. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable and are to be utilized, all sheets shall be reproduced on 11 inch by 17 inch, and folded to 8-1/2 inch by 11 inch sheet size with title clearly visible at bottom right corner. Volume 1 shall be contained within a 3-ring binder (no heat or spiral bound volumes). Volumes 2, 3 and 4 may be in separate 3-ring binders or stapled and provided in separate envelopes.

(2) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime on the cover sheet. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The offeror’s name, address, signature, and telephone number shall appear on any document to be evaluated.

(3) Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. No material shall be incorporated by reference. General cross references or cross referencing guides will not be considered as appropriate cross references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

(4) Each evaluation factor and subfactor in Volume 1 shall be described in a separate section, appropriately tabbed in a report form. The information in all volumes shall be concise. Elaborate presentations are not necessary or desirable.

(5) The offeror shall submit Section 00010 (including Standard Form 1442) of this solicitation with his prices. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.

3. PROPOSAL CONTENT

a. The Government may award a contract based on initial proposals received, without discussion of such proposals, to the offeror providing the best value to the government as evaluated using applicable factors. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit to the Government. However, the Government may request additional information from offerors of proposals, which clarifies, supplements and/or changes, any proposal as submitted.

b. Each offeror's ability to perform the work set forth in this solicitation will be evaluated on the basis of his knowledge and understanding of the work, the quality provided by his total proposal and his capability and responsibility to accomplish the project. The evaluation will be based on the offeror's proposals. The proposals shall present a comprehensive, straightforward analysis of the resources and expertise required to perform the work. While knowledge of the RFP requirements is a prerequisite to preparing proposals, restatement of the RFP requirements shall be avoided. Proposals shall emphasize knowledge and understanding of work performance, not work identification.

c. The following factors and subfactors will be used to evaluate each proposal.

FACTOR 1. Past Performance. Past performance will be evaluated in the areas indicated in the subfactors shown. Past performance information may be obtained from other than the sources identified by the offeror, including but not limited to, past performance evaluations in the Construction Contractors Appraisal Support System (CCASS) and (ACASS).

Provide Performance Evaluations for recent government or private contracts that have been completed or are currently on-going but the original completion date is past that were executed by the offeror as a prime contractor. The offeror may submit questionnaires for work by the designer, the construction firm or the design build team. The total number of questionnaires submitted should be at least 10 but not more than 15. The Past Performance Evaluation Questionnaire along with a sample transmittal letter, are located at the end of this section and must be completed by personnel for whom the offeror has performed work. These Performance Evaluations must be provided by the offeror to persons who have knowledge of this information on past performance. Once completed, these evaluations must be sent directly to the address in paragraph: PROPOSALS, above, by the persons completing these evaluations. The offeror may also e-mail the questionnaires to the references for the past/current contract. References may then electronically complete the questionnaire and e-mail it to Gregory C. Gulledge, Contract Specialist, Gregg.C.Gulledge@usace.army.mil E-mailed or mailed questionnaires must be received by the Government no later than the closing date of the RFP. Questionnaires received after the closing rate of the RFP will be discarded and will not be evaluated. If clarification or discussions take place, this will not extend the time to submit performance evaluations.

The offeror shall not review the Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that their names will be held confidential by the Government. At no time during the evaluation process, debriefings or after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offeror or to any other party.

The Performance Evaluations should clearly identify the proposer's identity and the project or portion of a project being evaluated. It is helpful to give your evaluators a short synopsis of the project or portion of a project that you wish them to evaluate. It is also helpful to include an SASE or overnight delivery envelope addressed to the address found in paragraph: PROPOSALS, and inform the evaluators to forward the evaluation in a timely manner. It is the proposer's responsibility to ensure that evaluators have completed and forwarded the evaluation in a timely manner. Those Performance Evaluations not received in a timely manner will be discarded and will not be evaluated.

In addition, the offeror will provide the following information in the proposal, Volume 1, about these projects:

- (a) Title, location and contract number.
- (b) Dates of contract execution (start and completion).
- (c) Contracting agency.
- (d) At least two current points of contact (names, current phone and fax numbers).
- (e) SF 294s, where available. If the project was done for a non-federal organization, information normally provided on a SF 294 shall be provided in letter format.
- (f) Brief description of the circumstances surrounding the following as they apply and any corrective action taken to preclude recurrence:
 - (i) Contract termination, in whole or in part.
 - (ii) Failure to complete awarded work.
 - (iii) Liquidated damages or actual damages assessed for delay in meeting completion dates.
- (g) Brief descriptions of the project to include size and location.

The following subfactors will be evaluated by the Government:

Quality of Product and Services. Reviews how well the offeror has complied with contract requirements in the past and conformance with standards of good workmanship.

Customer Satisfaction. Reviews how satisfied prior customers and end users are with the offeror's completed work. Includes the willingness of prior customers to do business with the offeror again if given the choice.

Timeliness of Performance. Reviews how well the contractor has adhered to contract schedules.

FACTOR 2. Corporate Experience.

Subfactor 2a: Construction experience with projects of similar type, size, and complexity, firing range facility, or a complex of pre-engineered buildings and facilities, with site improvement work and construction similar to a firing range facility, that incorporates most or all of these features: standardized ranges design; modernized target system(s): control tower; latrine facilities; ammunition facilities; classroom facilities; and covered bleacher facilities.

Subfactor 2b: Designer experience with projects of similar type, size, and complexity. For this factor, a project of similar type, size and complexity is considered to be a firing range facility, or complex of pre-engineered buildings and facilities, with site improvement work and construction similar to a firing range facility, that incorporates most or all of these features: standardized ranges design; modernized target system(s): control tower; latrine facilities; ammunition facilities; classroom facilities; and covered bleacher facilities.

FACTOR 3. Management Plan

Subfactor 3a: General Management Structure and Plan. Discuss management structure, design/build strategy and tactics to be used. An organizational chart to detail proposed management structure and chain of command.

Subfactor 3b: Coordination of multiple subcontractors including the designer Architect-Engineer firm. Describe work that will be subcontracted and what work will be done by the offeror's own forces, and how the contractor will coordinate with multiple subcontractors including the design AE to meet schedule requirements.

FACTOR 4. Price. Offerors shall submit the Proposal Schedule, as found in Section 00010. The Proposal Schedule will be evaluated in accordance with paragraphs: BASIS FOR AWARD, EVALUATION FACTORS, and PRICE listed below.

d. ADDITIONAL INFORMATION TO BE PROVIDED IN VOLUME 3:

- The Offer (the SF1442) duly executed with an original signature by an official authorized to bind the company.
- Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).
- The completed Section 00600 of the solicitation (Representations and Certifications).
- For joint ventures, the information required by paragraph "Joint Ventures."

JOINT VENTURES

Joint ventures shall submit the following additional documentation regarding their business entities:

- A certified copy of their Joint Venture agreement.
- A detailed statement outlining the following in terms of percentages, where appropriate.
- The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
- The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
- The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
- The bonding responsibilities of the joint venture parties.
- Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
- Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
- Identification of party furnishing the facilities, such as office supplies and telephone service.
- Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the joint venture.

SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm will be submitting a proposal under a project advertised by the U.S. Army Corps of Engineers, Kansas City District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, Kansas City
ATTN: CENWK-CT-C/Gregg C. Gulledge
757 Federal Building
601 East 12th Street
Kansas City, Missouri 64016-2896

The questionnaires can also be faxed to 816-426-5169 or e-mailed to Gregg.C.Gulledge@usace.army.mil.

If you have questions regarding the attached questionnaire, or require assistance, please contact Mr. Gulledge at (816) 983-3808. Thank you for your assistance.

Please answer each of the following questions. **If the rating is other than average or satisfactory please provide additional information in the remarks section.**

QUALITY OF PRODUCT/SERVICE:

1. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

| | | | | |
|-------------------|-----------------------|-----------------|-----------------------|--|
| Excellent Quality | Above Average Quality | Average Quality | Below Average Quality | Unsuccessful or Experienced Significant Quality Problems |
| | | | | |

Remarks:

2. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

| | | | | |
|-------------------|-----------------------|-----------------|-----------------------|--|
| Excellent Quality | Above Average Quality | Average Quality | Below Average Quality | Unsuccessful or Experienced Significant Quality Problems |
| | | | | |

Remarks:

3. To what extent was the contractor able to solve contract performance problems without extensive guidance from government/owner counterparts?

| | | | | |
|-----------|---------------|---------|---------------|--------------|
| Excellent | Above Average | Average | Below Average | Unsuccessful |
| | | | | |

Remarks:

4. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

| | | | | |
|-----------|---------------|---------|---------------|--------------|
| Excellent | Above Average | Average | Below Average | Unsuccessful |
| | | | | |

Remarks:

CUSTOMER SATISFACTION:

5. To what extent were the end users satisfied with:

| | Quality? | Cost? | Schedule? |
|-------------------------|----------|-------|-----------|
| Exceptionally satisfied | | | |
| Highly satisfied | | | |
| Satisfied | | | |
| Somewhat Dissatisfied | | | |
| Highly dissatisfied | | | |

Remarks:

6. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

Remarks:

TIMELINESS OF PERFORMANCE:

7. To what extent did the contractor meet the contract schedule?

| | |
|---|--|
| Completed substantially ahead of schedule | |
| Completed work on schedule with no time delays | |
| Completed work on schedule, with minor delays under extenuating circumstances | |
| Experienced significant delays without justification | |

Remarks:

8. If work was not completed on schedule, were Liquidated Damages, or other similar penalties assessed?

_____ Yes _____ No

Remarks:

9. If work was completed ahead of schedule, were incentives paid to the contractor?

_____ Yes _____ No

Remarks:

OTHER REMARKS:

11. Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, effectiveness of their small/small disadvantaged business subcontracting plan, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD**1. INFORMAL SOURCE SELECTION PROCESS**

All offers received in response to this solicitation will be evaluated in accordance with informal source selection procedures. The principal objective of this process is to select responsible offerors to be the overall Best Value to the Government, price and technical factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The right is reserved to accept other than the lowest price offers and to reject any or all offers. Award may be made to the superior proposals, regardless of cost or price, provided that price is determined to be reasonable. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

2. SOURCE SELECTION ORGANIZATION.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA) and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate Technical Evaluation and Price Evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, price analysis, small business, and other functional staff management expertise.

3. SOURCE SELECTION PROCEDURE.

a. The source selection procedures will begin with an initial review of proposals and continue with a technical and price evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in paragraph: Evaluation Factors, below. The results of the SSEB evaluations will be presented to the SSA, who will rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication prior to establishment of a competitive range, or to establish a competitive range and conduct discussions with those offerors that are included in the competitive range. The Government intends to award without discussions. All communications leading to establishment of the competitive range will be conducted in accordance with FAR Part 15.306b.

b. If a competitive range is established, discussions will be conducted with offerors who are included in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final technical ratings will be presented to the SSA. The SSA shall then rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will then make the final source selection decision. If appropriate, the SSA will apply the tradeoff process in the Best Value Continuum.

c. The proposals received in response to this RFP will be evaluated utilizing a rating system to select the most advantageous proposal. To be considered acceptable, each offeror shall specifically address each of the evaluation factors listed below. Sufficient detail shall be provided, citing specific data as may be required, such that the proposal may be adequately evaluated. The proposal must show clearly that the offeror has an understanding of the work tasks required and has the capability and responsibility to accomplish the project.

d. The Government is not responsible for information overlooked during the evaluation that is not located in the appropriate proposal section. To ensure that evaluation credit is appropriately received for proposal material submitted, do not incorporate by reference documents not contained in the proposal. References to other sections of the proposal shall be by specific paragraph number (and name, if applicable), page number and section.

4. BASIS FOR AWARD

The Government intends to select, without discussions, those responsible offerors whose proposals conform to the solicitation and are determined to be the Best Value to the Government in accordance with the following

relationship between price and technical merit. The technical evaluation factors, when combined, are considered of more importance than price (see paragraphs below: Relative Weight of Technical Evaluation Criteria; and Price). The closer the total evaluated technical scores of acceptable proposals are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

5. TECHNICAL EVALUATION FACTORS

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in the order of importance described in paragraph: Relative Weight of Technical Evaluation Criteria.

FACTOR 1. PAST PERFORMANCE.

SUBFACTOR 1a. QUALITY OF PRODUCT AND SERVICES.

SUBFACTOR 1b. CUSTOMER SATISFACTION.

SUBFACTOR 1c. TIMELINESS OF PERFORMANCE.

FACTOR 2. CORPORATE EXPERIENCE.

SUBFACTOR 2a. CONSTRUCTION EXPERIENCE WITH PROJECTS OF SIMILAR TYPE, SIZE, AND COMPLEXITY.

SUBFACTOR 2b. DESIGNER EXPERIENCE WITH PROJECTS OF SIMILAR TYPE, SIZE, AND COMPLEXITY.

FACTOR 3. MANAGEMENT PLAN.

SUBFACTOR 3a. GENERAL MANAGEMENT STRUCTURE AND PLAN.

SUBFACTOR 3b. MANAGEMENT OF MULTIPLE SUBCONTRACTORS INCLUDING DESIGNER ARCHITECT-ENGINEER.

6. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA

Factor 1 is the most important factor. Within factor 1, subfactor 1a is the most important. Subfactor 1b is slightly less important than subfactor 1a, and subfactor 1c is slightly less important than subfactor 1b.

Factor 2 is less important than factor 1 and equal to factor 3. Within factor 2, subfactor 2a is the most important, and subfactor 2b is slightly less important than subfactor 2a.

Factor 3 is less important than factor one and equal to factor 2. Within factor 3, subfactor 3a is the most important, and subfactor 3b is slightly less important than subfactor 3a.

7. PRICE (Volume 2).

a. Price will not be point-scored, but will be subjectively evaluated. The specific evaluation process is described below. The technical evaluation factors, when combined, are **more** important than price. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

b. The Price Proposal Schedule (Volume 2) submitted in response to this solicitation will not be point scored but

will be subjectively evaluated for reasonableness over the life of the contract. In the event, during the course of the analysis, the Price Evaluation Team has reason to question the reasonableness of a price proposal, or has reason to believe there is unbalancing in the price proposal, the PET may conduct such additional reasonable analysis as it requires in order to complete a thorough price analysis. Because the evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected because of an unbalanced or an unreasonable price proposal.

c. The evaluated price information will be reported to the SSA. The SSA will utilize the technical ratings and the price evaluations in preparing its overall ranking of the proposals and as to the Best Value determination for selection of successful offerors.

8. PAST PERFORMANCE

a. In the course of evaluating offerors' proposals, the Source Selection Evaluation Board may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offeror's overall past performance.

b. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

c. During the evaluation, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

d. At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.

Offerors may be afforded the opportunity to respond to adverse comments made by references in accordance with guidelines identified in FAR Part 15.3. In this case, comments will be extracted and provided to the offeror. Copies of the questionnaires will not be furnished to the offeror and will remain confidential.

e. During the ranking process the SSA may also consider past performance information in evaluating overall risk associated with a particular offeror.

9. DEBRIEFING. In accordance with FAR 15.505 Preaward Debriefing of Offerors, and FAR 15.506 Postaward Debriefing of Offerors, the offeror should be aware of the following.

a. PREAWARD DEBRIEFING OF OFFERORS (FAR 15.505)

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the Contracting Officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The Contracting Officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to

conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the Contracting Officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the Contracting Officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the Contracting Officer. The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

At minimum, preaward debriefings shall include--

- (1) The agency's evaluation of significant elements in the offeror's proposal;
- (2) A summary of the rationale for eliminating the offeror from the competition; and
- (3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

Preaward debriefings shall not disclose--

- The number of offerors;
- The identity of other offerors;
- The content of other offerors' proposals;
- The ranking of other offerors;
- The evaluation of other offerors; or
- Any of the information prohibited in 15.506(e).

An official summary of the debriefing shall be included in the contract file.

b. POSTAWARD DEBRIEFING OF OFFERORS FAR 15.506

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

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(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. (Individuals who conducted the evaluations shall provide support.)

At a minimum, the debriefing information shall include--

- (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
- (2) The overall evaluated price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
- (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--

(1) Trade secrets;

Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

(End of Section)

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE:

| | | |
|--------------|---|----------|
| 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters | DEC 2001 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | JUN 1995 |

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a

signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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

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

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

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

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

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

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

(End of provision)

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **234990**.

(2) The small business size standard is **\$27,500,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

is is not a historically black college or university;

is is not a minority institution.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost

accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

| | | |
|----------------|--|----------|
| 52.202-1 Alt I | Definitions (Dec 2001) --Alternate I | MAY 2001 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 1997 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.211-18 | Variation in Estimated Quantity | APR 1984 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | OCT 1997 |
| 52.215-12 | Subcontractor Cost or Pricing Data | OCT 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions | DEC 1998 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | OCT 1997 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.216-7 Alt I | Allowable Cost and Payment (Feb 2002) - Alternate I | FEB 1997 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2000 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.222-3 | Convict Labor | AUG 1996 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 52.222-6 | Davis Bacon Act | FEB 1995 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | FEB 1988 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | FEB 1988 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans | DEC 2001 |
| 52.223-6 | Drug Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | OCT 2000 |
| 52.225-11 | Buy American Act--Construction Materials Under Trade | MAY 2002 |

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| | Agreements | |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUL 2000 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.227-4 | Patent Indemnity-Construction Contracts | APR 1984 |
| 52.228-1 | Bid Guarantee | SEP 1996 |
| 52.228-11 | Pledges Of Assets | FEB 1992 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 1999 |
| 52.229-3 | Federal, State And Local Taxes | JAN 1991 |
| 52.229-5 | Taxes--Contracts Performed In U S Possessions Or Puerto Rico | APR 1984 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 1997 |
| 52.232-10 | Payments under Fixed-Price Architect-Engineer Contracts | AUG 1987 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-25 | Prompt Payment | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | MAY 1999 |
| 52.233-1 | Disputes | DEC 1998 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.248-2 | Value Engineering--Architect-Engineer | MAR 1990 |
| 52.248-3 | Value Engineering-Construction | FEB 2000 |
| 52.249-1 Alt I | Termination for Convenience of the Government (Fixed-price) (Short Form) (Apr 1984) Alternate I | APR 1984 |
| 52.249-7 | Termination (Fixed-Price Architect-Engineer) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | MAR 1999 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration | NOV 2001 |
| 252.209-7000 | Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.215-7002 | Cost Estimating System Requirements | OCT 1998 |
| 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) | APR 1996 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2002 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | JUN 1992 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts | SEP 2001 |
| 252.227-7015 | Technical Data--Commercial Items | NOV 1995 |
| 252.227-7022 | Government Rights (Unlimited) | MAR 1979 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 1999 |

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| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | MAR 2000 |
| 252.246-7000 | Material Inspection And Receiving Report | DEC 1991 |
| 252.246-7001 | Warranty Of Data (Dec 1991) - Alternate II Alt II | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea | MAR 2000 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

- (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vi) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 2.3 % | 6.9 % |

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

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

the goals will be measured against the total work hours performed.

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

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

Fort Leonard Wood, Pulaski County, Missouri.

(end of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

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

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

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

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

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

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

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

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

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

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

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

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the

designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

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

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

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

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

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

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

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

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

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

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

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

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

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

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

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

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

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

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

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

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

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

(i) Make such payment within--

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

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

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

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

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

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

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

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

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

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

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

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

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

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

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

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

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

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

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

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

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

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

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

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

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

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

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **TWENTY PERCENT (20%)** of the total amount of work to be performed under the contract (design work by the A-E of record is not covered by this clause). This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting

Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

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

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

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

(End of clause)

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

completed unit of work which may have been accepted under the contract.

(End of clause)

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

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

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

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

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

(End of clause)

52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals 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 proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases,

including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

http://acqnet.saalt.army.mil/library/AFAR/AFARS_OCTOBER_2001.pdf

<http://www.hq.usace.army.mil/cepr/asp/library>

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

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

(End of clause)

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

EM 385-1-1 USACE Safety and Health Requirements Manual, EM 385-1-1 FEB 2001
 Note

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **TEN (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the dates or number of calendar days after the date of receipt by him of notice to proceed set forth on the schedule below except as specified in the various landscaping sections. The time stated for completion shall include final cleanup of the premises.

SCHEDULE

| Item of Work | Commencement Time | Completion Time | Liquidated Damages Per Calendar Day |
|--|--|--|-------------------------------------|
| 1.1 Design and Construction of Ranges, and all site improvements | 10 calendar days after receipt of NTP. | 365 calendar days after receipt of NTP | (See 52.211-12) |
| 1.2 Establish of Turf | (See Note 2) | | |
| 1.3 Final As-Built Drawings | (See Note 3) | | |
| 1.4 Operation and Maintenance (O&M) Manuals | (See Note 4) | | |

NOTES:

1. Refer to Section 01130 for Government review periods for 50% and 100% design submittals.

2. Establishment of Turf. Planting shall be accomplished during the planting season as specified in the technical requirements, or portion thereof (but not less than 15 days), following substantial completion of building construction. No payment will be made for establishment of Turf until all requirements of ESTABLISHMENT OF TURF are adequately performed and accepted, as determined by the Contracting Officer.

Exception to completion time: In case the Contracting Officer determines that seeding is not feasible during the completion time stated above, the Contractor shall accomplish such seeding in the first planting period following the contract completion time. **Contractor must coordinate schedule for seeding at the ranges with the Contracting Officer and Range Control if work is completed after the completion date of the contract.**

3. As-Built Drawings. The Contractor shall commence work on final as- built drawings upon his receipt of the Approved preliminary as-built drawings, the reproducible original contract drawings and CADD. The Contractor shall provide final as-built drawings as specified in section **01720**. The Contractor shall have 60 calendar days after approval and turnover of each separate range facility to complete and return to the Contracting Officer all specified final as-built drawing work. Upon satisfactory completion of this work the Contractor shall have earned

the amount shown for Final As-Built drawings in the Bid Schedule.

4. O&M Manuals. O&M Manuals shall be developed and submitted in accordance with Section 01730 OPERATION AND MAINTENANCE INSTRUCTION, at least **SIXTY (60)** calendar days prior to the scheduled contract completion date for each applicable construction phase. Upon approval of fully developed O&M Manuals the Contractor shall have earned the amount shown for "Operation and Maintenance Manuals" in the Proposal Schedule.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$745.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

SCR-DB-001 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE – AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

(2) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

(End of Clause)

SCR-DB-001 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE – AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

- (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
- (2) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)
- (3) All other provisions of the accepted proposal.
- (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

(End of Clause)

SCR-DB-002 PROPOSED BETTERMENTS – AUG 1997

- (a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.
- (b) A "Betterment" is defined as any component or system, which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterments.
- (c) "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

(End of Clause)

SCR-DB-004 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

SCR-DB-005 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – FEB 2000

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in

accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services described in paragraph (a) furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(End of Clause)

WARRANTY OF CONSTRUCTION WORK – AUG 1997

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

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

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

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

(2) Any defect of equipment, material, or workmanship.

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

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

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

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

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

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

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

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

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

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

(End of Clause)

SCR-DB-008 SEQUENCE OF DESIGN -CONSTRUCTION (FAST TRACK) – AUG 1997

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

SCR-DB-009 CONSTRUCTOR'S ROLE DURING DESIGN PROCESS – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to, actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fasttracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

SCR-DB-010 VALUE ENGINEERING AFTER AWARD – JUNE 1999

(a) In reference to Contract Clause 52.248-3, "Value Engineering Construction," the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(End of Clause)

SCR-DB-012 DESIGN CONFERENCES – AUG 1997

(a) Pre-Work: As part of the Pre-work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D/B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.

(b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user operations, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design for each submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

SCR-DB-013 TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall put on the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

SCR-DB-014 RECOMMENDED INSURANCE COVERAGE (FEB 2000)

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnish by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor

shall be liable to the Government for the damages to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

SCR-DB-016 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS – JUL 2001

- (a) The Contractor shall
- (1) Check all Government-furnished drawings and surveys immediately upon receipt;
 - (2) Compare all drawings and surveys and verify the figures before laying out the work;
 - (3) Promptly notify the Contracting Officer of any discrepancies; and
 - (4) Be responsible for any errors which might have been avoided by complying with this paragraph.
- (b) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.
- (c) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- (d) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

CRITERIA DRAWINGS AND SURVEYS

The list of drawings set out in the index on the drawings is hereby incorporated by reference into these specifications.

SVDOC;VER3.20 Upgrade Night Fire and Auto Rec.Fire Ranges
 G101 VICINITY MAP
 C301 RANGE 3 SITE SURVEY
 C302 RANGE 3 DEMOLITION PLAN
 C303 RANGE 3 SITE PLAN SHEET 1 OF 2
 C304 RANGE 3 SITE PLAN SHEET 2 OF 2
 C305 RANGE 3 SITE GRADING PLAN SHEET 1 OF 2
 C306 RANGE 3 GRADING PLAN SHEET 2 OF 2
 C307 RANGE 3 BORROW AREA, TIMBER LEARNING, MIS. EROSION ONTROL"
 E301 RANGE 3 ELECTRICAL SITE PLAN
 C901 RANGE 9 SITE SURVEY
 C902 RANGE 9 DEMOLITION PLAN
 C903 RANGE 9 SITE PLAN SHEET 1 OF 2
 C904 RANGE 9 SITE PLAN SHEET 2 OF 2
 E901 RANGE 9 ELECTRICAL SITE PLAN
 C1001 MISCELLANEOUS DETAILS
 C1002 WALK-IN FOXHOLE TARGET EMPLACEMENT GRADING
 C2001 WATER MAIN LAYOUT SHEET 1 OF 3
 C2002 WATER MAIN LAYOUT SHEET 2 OF 3
 C2003 WATER MAIN LAYOUT SHEET 3 OF 3
 C2004 SANITARY SEWER LAYOUT SHEET 1 OF 3
 C2005 SANITARY SEWER LAYOUT SHEET 2 OF 3
 C2006 SANITARY SEWER LAYOUT SHEET 3 OF 3

SCR-DB-017 COST LIMITATION – TARGET CEILING – JUNE 1999

The target ceiling for contract award for design and construction is \$7,118,000.00, based on the funds made available for this project. The Government cannot guarantee that additional funds will be made available for award. Offerors are under no obligation to approach this ceiling.

(End of Clause)

WAGE RATES

| | |
|--------------------------------|----------|
| BUILDING CONSTRUCTION | MO020005 |
| HEAVY AND HIGHWAY CONSTRUCTION | MO020001 |

GENERAL DECISION MO020005 07/05/02 MO5
 General Decision Number MO020005

Superseded General Decision No. MO010005

State: Missouri

Construction Type:
 BUILDING

County(ies):
 PULASKI

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/01/2002 |
| 1 | 05/03/2002 |
| 2 | 07/05/2002 |

COUNTY(ies):
 PULASKI

| BRMO0015A 09/01/2001 | Rates | Fringes |
|----------------------|-------|---------|
| BRICKLAYERS | 22.10 | 5.65 |

| ENGI0513A 05/01/2002 | Rates | Fringes |
|----------------------------|-------|---------|
| POWER EQUIPMENT OPERATORS: | | |
| Backhoes | 22.27 | 12.26 |
| Cranes | 22.27 | 12.26 |

HOURLY PREMIUMS:

| | |
|--|--------|
| Backhoe Hydraulic, 2 cu. yds. or under without oiler | \$2.00 |
| Certified Crane Operator | \$1.50 |
| Crane Climbing (such as Linden); Crane, Pile Driving and Extracting; Crane with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00; | |
| Crane, using Rocket Socket Tool | \$0.50 |

| * PAIN1265B 07/01/2002 | Rates | Fringes |
|---|-------|---------|
| PAINTERS (Including Drywall Finishing): | | |
| Brush & Roller | 18.04 | 7.87 |
| Drywall Finisher/Taper | 18.54 | 7.87 |
| Spray | 18.54 | 7.87 |
| Lead Abatement | 20.29 | 7.87 |

| SUMO1032A 10/18/1999 | Rates | Fringes |
|-------------------------------|-------|---------|
| CARPENTERS (Including Drywall | | |

| | | |
|--|-------|-------|
| Hanging) | 19.24 | 3.82 |
| CEMENT MASONS | 15.28 | 1.95 |
| ELECTRICIANS | 19.04 | 5.88 |
| IRONWORKERS, STRUCTURAL | 16.87 | 8.42 |
| LABORERS, UNSKILLED | 13.67 | 2.75 |
| PIPEFITTERS (Including HVAC Piping) | 24.25 | 10.28 |
| PLUMBERS (Excluding HVAC Pipe Work) | 19.03 | 5.50 |
| POWER EQUIPMENT OPERATORS: Mechanics | 19.12 | 8.30 |
| ROOFERS | 14.74 | 3.14 |
| SHEET METAL WORKERS (Including HVAC Duct Work) | 18.23 | 4.50 |

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

Branch of Construction Wage Determinations
Wage and Hour Division

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

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

Wage and Hour Administrator

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

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

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

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

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

GENERAL DECISION MO020001 07/05/02 MO1
 General Decision Number MO020001

Superseded General Decision No. MO010001

State: Missouri

Construction Type:
 HEAVY
 HIGHWAY

County(ies):
 STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/01/2002 |
| 1 | 04/12/2002 |
| 2 | 05/03/2002 |
| 3 | 05/10/2002 |
| 4 | 05/24/2002 |
| 5 | 06/07/2002 |
| 6 | 07/05/2002 |

COUNTY(ies):
 STATEWIDE

| Modification Number | Effective Date | Geographic Area | Rates | Fringes |
|---------------------|----------------|--|-------|---------|
| CARP0007M | 04/01/2001 | CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES | | |
| | | CARPENTERS & PILEDRIVERS | 25.50 | 6.88 |
| ----- | | | | |
| CARP0008C | 05/01/1999 | ST. LOUIS COUNTY AND CITY | | |
| | | CARPENTERS | 26.49 | 5.69 |
| ----- | | | | |
| CARP0011A | 05/01/2001 | CARPENTERS & PILEDRIVERS: | | |
| | | JEFFERSON AND ST. CHARLES COUNTIES | 26.29 | 5.40 |
| | | FRANKLIN COUNTY | 23.78 | 5.40 |
| | | WARREN COUNTY | 23.78 | 5.40 |
| | | LINCOLN COUNTY | 23.39 | 5.40 |
| | | PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES | 22.44 | 5.40 |
| | | BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES | 22.68 | 5.99 |
| | | ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, | | |

| | | |
|---|-------|------|
| GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES | 22.03 | 5.99 |
| BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES | 21.68 | 5.99 |
| CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON, AND TEXAS COUNTIES | 21.73 | 5.40 |
| RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES | 21.88 | 5.40 |
| BENTON, MORGAN AND PETTIS COUNTIES | 21.83 | 6.24 |
| ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, | | |
| MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN | 23.13 | 6.24 |
| BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES | 22.46 | 4.72 |
| CARTER, HOWELL, OREGON AND RIPLEY COUNTIES | 21.54 | 4.72 |

ELEC0001B 06/01/2002

| | Rates | Fringes |
|---|-------|---------|
| BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES | | |
| ELECTRICIANS | 29.20 | 15.64 |

ELEC0002D 09/02/2001

| | Rates | Fringes |
|---|-------|---------|
| ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON COUNTIES. | | |

| | | |
|-------------------------|-------|------------|
| LINE CONSTRUCTION: | | |
| Lineman & Cable Splicer | 27.48 | 42% + 2.10 |

| | | |
|------------------------------|-------|------------|
| Groundman Equipment Operator | 24.60 | 42% + 2.10 |
| Groundman Winch Driver | 20.22 | 42% + 2.10 |
| Groundman, Groundman Driver | 19.47 | 42% + 2.10 |

ELEC0053F 08/27/2000

Rates Fringes
 BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE, RAY, AND SALINE COUNTIES.

LINE CONSTRUCTION:

| | | |
|---------------------|-------|------|
| Lineman | 27.80 | 9.99 |
| Lineman Operator | 25.97 | 9.46 |
| Groundman Powderman | 19.45 | 7.59 |
| Groundman | 18.49 | 7.31 |

ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR,
 CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DE KALB, DOUGLAS,
 GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE,

LAWRENCE, LIVINGSTON, McDONALD, MERCER, NEWTON, NODAWAY, OZARK,
 POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH, AND
 WRIGHT COUNTIES.

LINE CONSTRUCTION:

| | | |
|---------------------|-------|------|
| Lineman | 26.75 | 9.69 |
| Lineman Operator | 25.41 | 9.30 |
| Groundman Powderman | 18.69 | 7.37 |
| Groundman | 17.30 | 6.98 |

ELEC0095C 06/01/2001

Rates Fringes
 BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE, MCDONALD,
 NEWTON, ST CLAIR, AND VERNON COUNTIES

ELECTRICIANS:

| | | |
|----------------|-------|------|
| Electricians | 20.51 | 5.68 |
| Cable Splicers | 20.86 | 5.68 |

ELEC0124I 08/27/2001

Rates Fringes
 BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,
 JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE
 COUNTIES:

| | | |
|--------------|-------|-------|
| ELECTRICIANS | 28.78 | 11.87 |
|--------------|-------|-------|

ELEC0257C 03/01/1999

Rates Fringes
 AUDRAIN (Except, Cuivre Township), BOONE, CALLAWAY, CAMDEN,
 CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
 MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES:

| | | |
|--------------|-------|------|
| Electricians | 20.95 | 8.88 |
|--------------|-------|------|

Cable Splicers 21.95 8.88

ELEC0350B 12/01/2000

Rates Fringes
 ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
 MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER,
 SCOTLAND, SHELBY AND SULLIVAN COUNTIES

ELECTRICIANS 24.06 7.44

ELEC0453D 09/01/2001

Rates Fringes
 CHRISTIAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE,
 OREGON, OZARK, POLK, SHANNON, WEBSTER AND WRIGHT COUNTIES

ELECTRICIANS 20.85 5.37+10%

PULASKI AND TEXAS COUNTIES

ELECTRICIANS 25.50 5.37+10%

STONE AND TANEY COUNTIES

ELECTRICIANS 14.45 4.97+10%

ELEC0545D 12/01/2001

Rates Fringes
 ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,
 GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,
 AND CALDWELL COUNTIES

ELECTRICIANS 25.78 8.56

ELEC0702D 09/04/1995

Rates Fringes
 BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI,
 NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES

LINE CONSTRUCTION:

| | | |
|--|-------|----------|
| Lineman | 25.50 | 17%+2.00 |
| Groundman Equipment Operator (all crawler type equipment D-4 and larger) | 21.87 | 17%+2.00 |
| Groundman - Class A | 15.45 | 17%+2.00 |

ENGI0016A 05/01/2001

Rates Fringes
 BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,
 GREENE, JASPER, LAWRENCE, HICKORY, LACLEDE, MCDONALD, NEWTON,
 OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND
 WRIGHT COUNTIES

POWER EQUIPMENT OPERATORS

| | | |
|---------|-------|------|
| GROUP 1 | 20.12 | 5.95 |
| GROUP 2 | 19.77 | 5.95 |
| GROUP 3 | 19.57 | 5.95 |
| GROUP 4 | 17.52 | 5.95 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline

operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate: Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums;

Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate: Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate: Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

 ENGI0101A 05/01/2001

| | Rates | Fringes |
|--|-------|---------|
| BUCHANAN, CASS, CLINTON AND LAFAYETTE COUNTIES | | |

POWER EQUIPMENT OPERATORS

| | | |
|---------|-------|------|
| GROUP 1 | 21.70 | 8.15 |
| GROUP 2 | 21.30 | 8.15 |
| GROUP 3 | 19.30 | 8.15 |

ANDREW, ATCHISON, BATES, BENTON, CALDWELL, CARROLL, CHARITON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LINN, LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH COUNTIES

POWER EQUIPMENT OPERATORS

| | | |
|---------|-------|------|
| GROUP 1 | 21.70 | 8.15 |
| GROUP 2 | 21.30 | 8.15 |
| GROUP 3 | 19.30 | 8.15 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher

operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: Oiler; oiler driver; mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101E 04/01/2002

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

POWER EQUIPMENT OPERATORS:

| | | |
|---------|-------|------|
| GROUP 1 | 23.79 | 8.97 |
| GROUP 2 | 22.75 | 8.97 |
| GROUP 3 | 18.28 | 8.97 |
| GROUP 4 | 21.63 | 8.97 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage);

master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over; Piledrivers 80 ft. of boom or over (including jib); Shovels & backhoes, 3 yd. capacity or over.

ENGI0513D 05/06/2002

Rates Fringes
FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

POWER EQUIPMENT OPERATORS:

| | Rates | Fringes |
|---------|-------|---------|
| GROUP 1 | 24.92 | 12.24 |
| GROUP 2 | 23.62 | 12.24 |
| GROUP 3 | 20.62 | 12.24 |
| GROUP 4 | 23.17 | 12.24 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom

including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled;

Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors

(such as Con-Vay-It) regardless of how used; Elevator (inside);
 Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;

Certified Crane Operator - \$1.50; Certified Hazardous Material Operator \$1.50; Crane, climbing (such as Linden) - \$.50; Crane, Pile Driving and Extracting - \$.50 Crane with boom (including job) over 100 ft from pin to pin - add \$.01 per foot to maximum of \$4.00); Crane, using rock socket tool - \$.50; Derrick, diesel, gas or electric hoisting material and erecting steel (150 ft or more above ground) - \$.50; Dragline, 7 cu yds and over - \$.50; Hoist, Three or more drums in use - \$.50; Scoop, Tandem - \$.50; Shovel, Power - 7 cu yds and over - \$.50; Tractor, Tandem Crawler - \$.50; Tunnel, man assigned to work in tunnel or tunnel shaft - \$.50; Wrecking, when machines are working on second floor or higher - \$.50

 ENGI0513G 05/01/2002

| | Rates | Fringes |
|---|-------|---------|
| ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES | | |

POWER EQUIPMENT OPERATORS

| | | |
|---------|-------|-------|
| GROUP 1 | 21.35 | 12.23 |
| GROUP 2 | 21.00 | 12.23 |
| GROUP 3 | 20.80 | 12.23 |
| GROUP 4 | 17.15 | 12.23 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator

asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom

self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE:

HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under without oiler - \$2.00
 Certified Crane Operator - \$1.50; Certified Hazardous Material Operator \$1.50; Crane, climbing (such as Linden) - \$0.50;
 Crane, pile driving and extracting - \$0.50; Crane, with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00; Crane, using rock socket tool - \$0.50;
 Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50;
 Dragline, 7 cu. yds, and over - \$0.50; Hoist, three or more drums in use - \$0.50; Scoop, Tandem - \$0.50; Shovel, power - 7 cu. yds. or more - \$0.50; Tractor, tandem crawler - \$0.50;
 Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50; Wrecking, when machine is working on second floor or higher - \$0.50;

ENGI0513H 05/01/2002

| | Rates | Fringes |
|----------------------------|-------|---------|
| ST. LOUIS CITY AND COUNTY | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 24.92 | 12.24 |
| GROUP 2 | 24.92 | 12.24 |
| GROUP 3 | 23.02 | 12.24 |

| | | |
|---------|-------|-------|
| GROUP 4 | 20.02 | 12.24 |
| GROUP 5 | 19.56 | 12.24 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane, crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric, or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atehy force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull-float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift; greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); con-; veyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects;

boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt,

over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

GROUP 5: Oiler on dredge and on truck crane.

HOURLY PREMIUMS:

| | |
|--|--------|
| Backhoe, hydraulic | |
| 2 cu. yds. or under without oiler | \$2.00 |
| Certified Crane Operator | 1.50 |
| Certified Hazardous Material Operator | 1.50 |
| Crane, climbing (such as Linden) | .50 |
| Crane, pile driving and extracting | .50 |
| Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of | 4.00 |
| Crane, using rock socket tool | .50 |
| Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground) | .50 |
| Dragline, 7 cu. yds. and over | .50 |
| Hoist, three (3) or more drums in use | .50 |
| Scoop, Tandem | .50 |
| Shovel, power - 7 cu. yds. or more | .50 |
| Tractor, tandem crawler | .50 |
| Tunnel, man assigned to work in tunnel or tunnel shaft | .50 |
| Wrecking, when machine is working on second floor or higher | .50 |

 IRON0010M 04/01/2001

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|--|-------|---------|
| | Rates | Fringes |
| BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties | | |

| | | |
|-------------|-------|-------|
| IRONWORKERS | 22.70 | 11.63 |
|-------------|-------|-------|

ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDER CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDOLPH, ST.

CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties; and portions of ADAIR, BOONE, MACON, MILLER, and RANDOLPH Counties

| | | |
|-------------|-------|-------|
| IRONWORKERS | 19.70 | 11.63 |
|-------------|-------|-------|

IRON0321C 05/01/2002

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

DOUGLAS, HOWELL and OZARK COUNTIES

| | | |
|-------------|-------|------|
| IRONWORKERS | 17.70 | 8.01 |
|-------------|-------|------|

IRON0396D 08/01/2001

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties

| | | |
|-------------|-------|-------|
| IRONWORKERS | 25.34 | 11.42 |
|-------------|-------|-------|

IRON0396I 08/01/2001

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS, and WRIGHT Counties; and portions of CAMDEN, DOUGLAS, HOWELL, MILLER, OREGON, BOONE, SHANNON, LACLEDE, MONROE, and RALLS Counties

| | | |
|-------------|-------|-------|
| IRONWORKERS | 20.56 | 11.29 |
|-------------|-------|-------|

* IRON0577F 06/01/2002

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

| | | |
|-------------|-------|------|
| IRONWORKERS | 20.85 | 9.16 |
|-------------|-------|------|

IRON0584E 06/01/2001

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

| | | |
|-------------|-------|------|
| IRONWORKERS | 18.20 | 7.87 |
|-------------|-------|------|

* IRON0782D 05/01/2002

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

IRONWORKERS:
All Major River Work

(Dams, Bridges):
 Projects \$20 million

or more 20.65 9.88

All Other Work 20.30 9.46

LABO0042C 03/04/2002

ST. LOUIS (City and County) Rates Fringes

LABORERS:

Plumber Laborers 23.30 7.10

LABO0042H 03/06/2002

ST. LOUIS (City and County) Rates Fringes

LABORERS:

Laborers, Flagperson 23.11 7.10

Wrecking 22.99 7.10

Dynamiter, Powderman 23.61 7.10

LABO0424B 05/01/2002

FRANKLIN COUNTY Rates Fringes

LABORERS

GROUP 1 21.65 6.40

GROUP 2 22.25 6.40

JEFFERSON COUNTY

LABORERS

GROUP 1 21.70 6.40

GROUP 2 22.30 6.40

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE
 GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT,
 DUNKLIN, GASCONADE, HOWARD, HOWELL, IRON, KNOX, LEWIS, LINN,
 MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU,
 MONROE, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE,
 PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS,
 STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY,
 STODDARD, SULLIVAN, TEXAS, WASHINGTON, AND WAYNE COUNTIES

LABORERS

GROUP 1 20.20 6.40

GROUP 2 20.80 6.40

LINCOLN, MONTGOMERY AND WARREN COUNTIES

LABORERS

| | | |
|---------|-------|------|
| GROUP 1 | 20.45 | 6.40 |
| GROUP 2 | 21.05 | 6.40 |

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0579F 05/01/2001

| | Rates | Fringes |
|---------------------------------|-------|---------|
| BUCHANAN AND LAFAYETTE COUNTIES | | |
| LABORERS | | |
| GROUP 1 | 18.04 | 6.29 |
| GROUP 2 | 18.39 | 6.29 |

ANDREW, ATCHISON, BARRY, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS,

DEKALB, DOUGLAS, GREENE, GENTRY, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, JASPER, JOHNSON, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, MORGAN, NEWTON, NODAWAY, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES.

| | | |
|----------|-------|------|
| LABORERS | | |
| GROUP 1 | 16.69 | 6.04 |
| GROUP 2 | 17.24 | 6.04 |

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzle men; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

 LABO0660H 03/06/2002

Rates Fringes

ST. CHARLES COUNTY

LABORERS:

| | | |
|---------|-------|------|
| GROUP 1 | 22.37 | 6.49 |
| GROUP 2 | 22.37 | 6.49 |

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; carpenter tender; salamander tender; dump man; ticket takers; flagman; loading trucks under bins, hoppers, and conveyors; track men; cement handler; dump man on earth fill; Georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap paver - rock, block, or brick; signal man; scaffolds over 10 ft not self-supported from ground up; skipman on concrete paving; wire mech setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizer; board and w llow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft where compressed air is not used; abutment and pier hole men working 6 ft or more below ground; men working in coffer dams for bridge piers and footings in the river; Barco tamper, Jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditchliners; hot mastic kettleman; hot tar applicator; hand blade operators; mortar men on brick or block manholes; rubbing concrete; air tool operator under 65 pounds; caulker and lead man; chain saw under 15 hp; guard rail and sign erectors

GROUP 2: Vibrator man; asphalt raker; hand pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from Bosun's chairs, scaffolds or platforms on dams or power plants over 10 ft high; air tool operator over 65 pounds; stringline man on concrete paving etc.; sand blast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills; gunnite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 hp and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi and over; asbestos and/or hazardous waste removal and or disposal;

LABO0663D 04/01/2002

Rates Fringes

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

LABORERS:

| | | |
|---------|-------|------|
| GROUP 1 | 21.05 | 7.24 |
| GROUP 2 | 22.14 | 7.24 |

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

 PAIN0002B 09/01/2001

| | Rates | Fringes |
|--|-------|---------|
| CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES | | |

PAINTERS:

| | | |
|-------|-------|------|
| Brush | 23.93 | 7.35 |
| Spray | 25.93 | 7.35 |

PAIN0002G 04/17/2001

| | Rates | Fringes |
|---|-------|---------|
| ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, | | |

| | | |
|----------------|-------|------|
| Brush & Roller | 20.50 | 4.40 |
| Sandblasters | 21.50 | 4.40 |
| Steeple Jack | 23.50 | 4.40 |

 PAIN0203B 04/01/1999

| | Rates | Fringes |
|--|-------|---------|
| BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES | | |

PAINTERS:

| | | |
|--------------------------------------|-------|------|
| Sandblasters & Highman (over 40') | 17.68 | 3.23 |
| Painters | 17.38 | 3.23 |
| Tapers | 16.47 | 3.21 |

 * PAIN1265C 07/01/2002

| | Rates | Fringes |
|--|-------|---------|
| CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES | | |

PAINTERS:

| | | |
|---|----------------|--------------|
| Brush and Roller, Spray Structural Steel, Sandblasting and all Tank Work | 18.04 19.29 | 7.87 7.87 |
| Lead Abatement | 20.29 | 7.87 |

 PAIN1292B 07/01/2001

| | Rates | Fringes |
|---|-------|---------|
| BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES | | |

PAINTERS:

| | | |
|---------------------------|-------|------|
| Commercial | 15.44 | 5.97 |
| Industrial | 17.94 | 5.97 |
| Bridges, Stacks & Tanks | 22.89 | 5.97 |
| Taper (Tools) | 15.69 | 5.97 |
| Spray & Abrasive Blasting | 17.44 | 5.97 |
| Waterblasting | 17.44 | 5.97 |

Height Rates (All Areas): Over 60 ft. \$0.50 per hour.
 Under 60 ft. \$0.25 per hour.

 PAIN1292F 07/01/2001

| | Rates | Fringes |
|--|-------|---------|
| IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES | | |

PAINTERS:

| | | |
|---------------------------|-------|------|
| Commercial | 17.54 | 5.97 |
| Industrial | 18.54 | 5.97 |
| Tapers (Tools) | 17.79 | 5.97 |
| Bridges, Stacks & Tanks | 22.89 | 5.97 |
| Spray & Abrasive Blasting | 19.54 | 5.97 |
| Waterblasting | 19.54 | 5.97 |
| Lead Abatement | 18.29 | 5.97 |

Height Rates (All Areas): Over 60 ft. \$0.50 per hour
 Under 60 ft. \$0.25 per hour.

PLAS0518F 04/01/2002

| | Rates | Fringes |
|--|-------|---------|
| BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES | | |
| CEMENT MASONS | 17.31 | 3.84 |

PLAS0518G 04/01/2001

| | Rates | Fringes |
|--|-------|---------|
| CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES | | |
| CEMENT MASONS | 21.25 | 8.15 |

PLAS0518K 05/01/2001

| | Rates | Fringes |
|--|-------|---------|
| ANDREW, ATCHISON, BUCHANAN, BATES, CALDWELL, CARROLL, CASS (Except Richards-Gebaur AFB) CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, JACKSON, LAFAYETTE, LIVINGSTON, MACON, MERCER, NODAWAY AND WORTH COUNTIES | | |
| CEMENT MASONS | 23.13 | 7.15 |

* PLAS0527A 05/01/2002

| | Rates | Fringes |
|--|-------|---------|
| JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County) | | |
| CEMENT MASONS | 25.48 | 8.94 |

FRANKLIN, LINCOLN, AND WARREN COUNTIES

| | | |
|---------------|-------|------|
| CEMENT MASONS | 24.31 | 8.94 |
|---------------|-------|------|

* PLAS0527D 05/01/2002

| | Rates | Fringes |
|--|-------|---------|
| CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES | | |

| | | |
|---|--------|---------|
| CEMENT MASONS | 23.00 | 8.86 |
| ----- | | |
| PLAS0908A 05/01/2002 | | |
| | Rates | Fringes |
| BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES | | |
| CEMENT MASONS | 17.40 | 8.95 |
| ----- | | |
| PLAS0908G 03/01/2001 | | |
| | Rates | Fringes |
| BENTON, CALLAWAY, CAMDEN, COLE, GASCONADE, HENRY, HICKORY, JOHNSON, MARIES, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS, SALINE & ST. CLAIR COUNTIES | | |
| CEMENT MASONS | 18.61 | 5.65 |
| ----- | | |
| PLUM0008C 06/01/2000 | | |
| | Rates | Fringes |
| CASS, CLAY, JACKSON, JOHNSON, PLATTE COUNTIES | | |
| PLUMBERS | 26.44 | 9.87 |
| BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE, AND VERNON COUNTIES | | |
| PLUMBERS | 24.00 | 9.87 |
| ----- | | |
| PLUM0035C 01/01/2000 | | |
| | Rates | Fringes |
| CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES | | |
| PLUMBERS | 26.105 | 9.74 |
| ----- | | |
| PLUM0045D 12/15/2001 | | |
| | Rates | Fringes |
| ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES | | |
| PLUMBERS & PIPEFITTERS | 26.85 | 9.80 |
| ----- | | |
| PLUM0178D 11/01/2001 | | |
| | Rates | Fringes |
| BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER, AND WRIGHT COUNTIES | | |

| | | |
|--|-------|---------|
| PLUMBERS & PIPEFITTERS | 22.10 | 7.37 |
| ----- | | |
| PLUM0317B 07/01/1995 | | |
| | Rates | Fringes |
| BOONE, CALLAWAY, COOPER, HOWARD, AND RANDOLPH COUNTY (Southern half) | | |
| PLUMBERS & PIPEFITTERS | 19.18 | 3.17 |
| ----- | | |
| PLUM0533E 06/01/2001 | | |
| | Rates | Fringes |
| BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES | | |
| PIPEFITTERS | 28.38 | 11.08 |
| ----- | | |
| * PLUM0562D 07/01/2002 | | |
| | Rates | Fringes |
| ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES. | | |
| PIPEFITTERS | 28.75 | 12.08 |
| ----- | | |
| PLUM0658B 07/01/1998 | | |
| | Rates | Fringes |
| BARTON, JASPER, MCDONALD, AND NEWTON COUNTIES | | |
| PLUMBERS & PIPEFITTERS | 16.73 | 5.33 |
| ----- | | |
| TEAM0013H 05/01/2001 | | |
| | Rates | Fringes |
| AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 21.72 | 5.25 |
| GROUP 2 | 21.87 | 5.25 |
| GROUP 3 | 21.88 | 5.25 |

GROUP 4 21.99 5.25

ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON,
PUTNAM, RIPLEY, SCHUYLER, AND SCOTLAND COUNTIES

TRUCK DRIVERS:

| | | |
|---------|-------|------|
| GROUP 1 | 20.99 | 5.25 |
| GROUP 2 | 21.14 | 5.25 |
| GROUP 3 | 21.15 | 5.25 |
| GROUP 4 | 21.26 | 5.25 |

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

TEAM0056A 05/01/1998

BUCHANAN, CASS (Except Richards-Gebaur AFB), JOHNSON, AND LAFAYETTE COUNTIES

TRUCK DRIVERS:

| | Rates | Fringes |
|---------|-------|---------|
| GROUP 1 | 20.13 | 4.75 |
| GROUP 2 | 20.24 | 4.75 |
| GROUP 3 | 20.28 | 4.75 |
| GROUP 4 | 20.35 | 4.75 |

ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR,

CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST CLAIR, SALINE, VERNON, WEBSTER, AND WRIGHT COUNTIES

TRUCK DRIVERS:

| | | |
|---------|-------|------|
| GROUP 1 | 18.92 | 4.75 |
| GROUP 2 | 19.07 | 4.75 |
| GROUP 3 | 19.08 | 4.75 |
| GROUP 4 | 19.19 | 4.75 |

ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODADWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES

TRUCK DRIVERS:

| | | |
|---------|-------|------|
| GROUP 1 | 18.19 | 4.75 |
| GROUP 2 | 18.34 | 4.75 |
| GROUP 3 | 18.35 | 4.75 |
| GROUP 4 | 18.46 | 4.75 |

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245C 03/25/1998

| | Rates | Fringes |
|---|-------|---------|
| BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES | | |

TRUCK DRIVERS:

| | | |
|--------------------------------|-------|--------|
| Traffic Control Service Driver | 12.90 | 3.56+a |
|--------------------------------|-------|--------|

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,

Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

TEAM0541A 04/01/2002

| | Rates | Fringes |
|---|-------|---------|
| CASS (Richards-Gebaur AFB), CLAY, JACKSON, PLATTE, AND RAY COUNTIES | | |

TRUCK DRIVERS:

| | | |
|---------|-------|------|
| GROUP 1 | 22.89 | 6.75 |
| GROUP 2 | 22.38 | 6.75 |
| GROUP 3 | 21.89 | 6.75 |

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom Truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment.

Material trucks, Tandem Two teams; Semi-Trailers;
 Winch trucks-Fork trucks; Distributor Drivers
 and Operators; Agitator and Transit Mix; Tank Wagon
 Drivers, Tandem or Semi; One Team; Station Wagons;
 Pickup Trucks; Material Trucks, Single Axle; Tank
 Wagon Drivers, Single Axle
 GROUP 3: Oilers and Greasers - Field

TEAM0541C 03/25/2000

| | Rates | Fringes |
|--|-------|---------|
| BATES, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PLATTE, AND RAY COUNTIES | | |

TRUCK DRIVERS:

| | | |
|--------------------------------|-------|--------|
| Traffic Control Service Driver | 14.15 | 2.44+a |
|--------------------------------|-------|--------|

- a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,
 Labor Day, Thanksgiving Day, Christmas Day,
 Employee's birthday and 2 personal days.

TEAM0682D 05/01/2000

| | Rates | Fringes |
|--------------------------|-------|---------|
| ST LOUIS CITY AND COUNTY | | |

TRUCK DRIVERS:

| | | |
|---------|--------|----------|
| GROUP 1 | 21.105 | 4.76+a+b |
| GROUP 2 | 21.305 | 4.78+a+b |
| GROUP 3 | 21.405 | 4.79+a+b |

- a. PENSION: \$18.80 per day, \$94.00 maximum per week.

- b. HAZMAT PREMIUM: If Hazmat certification on a job site is
 required by a state or federal agency or requested by project
 owner or by the employer, employees on that job site shall
 receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks;
 job site ambulance, and trucks or trailers of a water level
 capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu
 yds. up to 22.0 cu yds. including euclids, speedace and similar
 equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0
 cu. yds & over including euclids, speedace & all floats, flatbed
 trailers, boom trucks, winch trucks, including small trailers,
 farm wagons tilt-top trailers, field offices, tool trailers,
 concrete pumps, concrete conveyors & gasoline tank trailers and
 truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

a. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of services in any one contract years.

TEAM0682E 05/01/2000

Rates Fringes
ST.CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES:

TRUCK DRIVERS:

| | | |
|---------|--------|------------|
| GROUP 1 | 21.105 | 3.29+a+b+c |
| GROUP 2 | 21.305 | 3.29+a+b+c |
| GROUP 3 | 21.405 | 3.29+a+b+c |

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial Day, Veterans Day, to be celebrated on either its National Holiday or on the day after Thanksgiving, whichever is agreed upon by the Association and the Union, New Year's Day and Thanksgiving Day.

b.Pension: \$18.80 per day either worked or compensated to a maximum of \$94.00 per week.

c.Hazmat Pay: If Hazmat Certification on a job site is required by a state or federal agency or requested by

project owner or by the employer, employees on that job site shall receive \$1.50 per hour premium pay.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Trucks or Trailers of a Water Level Capacity of 11.99 cu. yds. or less, Forklift Trucks, Job Site Ambulances, Pickup Trucks, Flatbed Trucks.

GROUP 2: Trucks or Trailers of a Water Level Capacity of 12.0 cu. yds. up to 22 cu. yds., Euclids, Speedace and Similar Equipment of Same Capacity and Compressors.

GROUP 3: Trucks or Trailers of a Water Level Capacity of 22.0 cu. yds. and over, Euclids and all Floats, Flatbed Trailers, Boom Trucks, Winch Trucks, Including Small Trailers, Farm Wagons, Tilt Top Trailers, Tool Trailers, Concrete Pumps, Concrete Conveyors, Gasoline Tank Trailers, Truck Mounted Mobile Concrete Mixers, End Dump, Side Dump and Articulated Dump Trucks.

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

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

(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

- 4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

SECTION 01100

GENERAL

PART 1 GENERAL

1.1 INQUIRIES

Pursuant to SECTION 00100 paragraph title **"Instructions to Offerors--Competitive Acquisition** , any inquiries regarding this Solicitation, before proposals are receive , should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: Ms. Michelle Riley . Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to **Ms. Riley** by calling Area Code 816-983 **3275** . Telephone calls concerning the mailing of plans and specifications should be made to Contracting Division at Area Code 816-983-3975. Collect telephone calls will not be accepted. (KCDO APR 84)

1.2 INFORMATION REGARDING PROPOSAL MATERIAL

Proposals must be submitted upon Government standard bid form (STANDARD FORM 1442 (Rev. 4-85)). Wherever in the proposal the words "invitation" and "bid" occur, they shall be deemed to refer to "solicitation" and "offer," respectively.

1.3 TIME FOR ACCEPTANCE BY THE GOVERNMENT OF PROPOSALS

All offerors submitting proposals in response to this request agree that the Government shall have not less than 90 days to accept any proposal, after the date indicated for receipt of proposals. In the event the Government cannot award a contract within this 90 day period, any or all proposers may, at their option, extend the date for acceptance of their proposal or may resubmit their price proposals.

1.4 DISPOSAL OF PROPOSALS

After award of the construction contract, proposal sets may be destroyed or may be kept for record. Proposal sets that are kept for records will be for Government use. Disclosure of proposal material, in whole or in part, outside the Government will be restricted only if the provisions of paragraph "Restriction on Disclosure and Use of Data" are in effect.

1.5 SUPERINTENDENCE OF SUBCONTRACTORS

(a) The Contractor shall be required to furnish the following:

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

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

(b) If the Contracting Officer, at any time after 50% of the subcontracted

SECTION B
GENERAL DESIGN REQUIREMENTS

INDEX

PART 1 - GENERAL

PART 2 – GEOTECHNICAL

PART 3 – CIVIL

PART 4 – ARCHITECTURAL

PART 5 – STRUCTURAL

PART 6 – MECHANICAL

PART 7 – ELECTRICAL

LIST OF PHOTOS – not applicable

LIST OF DRAWINGS – not applicable

PROJECT SPECIFIC DRAWINGS – not applicable

APPENDIX A – LINE OF SITE ANALYSIS