

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

THE TECHNICAL P.O.C. IS MARK CHATMAN (213)452-3585 CELL# (213) 713-4966.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MOBILIZATION AND DEMOBILIZATION FFP PURCHASE REQUEST NUMBER: W81EYN41142905	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MOVES BETWEEN HOLES AND SET UPS, TRUCK RIG FFP PURCHASE REQUEST NUMBER: W81EYN41142905	16	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MOVES BETWEEN HOLES AND SET UPS, TRACKED RIG, CANYON BOTTOM HOLES, WORK ON FLAT WASH BOTTOM FFP PURCHASE REQUEST NUMBER: W81EYN41142905	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		2	Each		
	MOVES BETWEEN HOLES AND SET UPS, TRACKED OR PORTABLE RIG, FOR WORK ON SLOPES OF BUTLER EMBANKMENT FFP PURCHASE REQUEST NUMBER: W81EYN41142905				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		680	Linear Foot		
	CORE DRILLING FFP PURCHASE REQUEST NUMBER: W81EYN41142905				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		100	Linear Foot		
	CEMENTING AND RE-DRILLING CEMENTED FFP INTERVALS PURCHASE REQUEST NUMBER: W81EYN41142905				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CEMENT (94 LB) BAG	100	Bag		
	1CU FT.				
	FFP				
	PURCHASE REQUEST NUMBER: W81EYN41142905				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	BENTONITE CHIPS (PER 75-LB) BAG	68	Bag		
	FFP				
	PURCHASE REQUEST NUMBER: W81EYN41142905				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	ASPHALT COLD PATCH MATERIAL PER 50-LB	4	Bag		
	FFP				
	PURCHASE REQUEST NUMBER: W81EYN41142905				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CORE BOXES	68	Each		
	FFP				
	PURCHASE REQUEST NUMBER: W81EYN41142905				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	BACKFILLING/GROUTING HOLES FFP PURCHASE REQUEST NUMBER: W81EYN41142905	680	Linear Foot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	REMOVING CUTTINGS IN DRUMS, PER DRUM (IF NEEDED, WHEN DRILLING IN STREETS OR PARKING LOTS) FFP PURCHASE REQUEST NUMBER: W81EYN41142905	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	REMOVING POTENTIALLY HYDROCARBON CONTAMINATED WASH WATER IN DRUMS, PER DRUM FFP PURCHASE REQUEST NUMBER: W81EYN41142905	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	DRUMS FOR CUTTINGS REMOVAL FFP PURCHASE REQUEST NUMBER: W81EYN41142905	4	Each		

NET AMT

IMPORTANT NOTE
CENTRAL CONTRACTOR REGISTRATION

The Central Contractor Registration system is a central repository of all companies and agencies wanting to do business with the DoD. These companies and agencies **MUST** be registered and validated in **CCR PRIOR TO AWARD** of any contract, basic agreement, or purchase order.

A major benefit for your company to be registered with the CCR is to increase your worldwide visibility to DoD for your specific goods and services. Also, the CCR database will be used by DoD to verify your data and EFT capability for receiving payments.

Please take a few moments to visit the CCR database website at: <http://www.ccr.dlis.dla.mil>.

If a DUN & BRADSTREET number is needed, please call (800) 333-0505.

SCOPE OF WORK

SCOPE OF WORK: *(version of 6 April 2004)*

Drilling Services Contract for Core Drilling

1. LOCATION: Within urban Flagstaff, Coconino County, Arizona.
2. DESCRIPTION OF WORK AND SERVICES REQUIRED: Vertical core drilling of soil and bedrock in twenty-four (24) drill holes, of varying depths, between eight (8) and fifty-seven (57) ft. Most of the holes will be less than 30 ft deep (Details in section 8.1.)
3. AUTHORIZATION: House Resolution 2425, 17 May 1994.
4. PERIOD OF SERVICE: The Contractor shall perform work and services in the time allowed as follows:

Commence drilling within ten (10) calendar days of contract award and complete the drilling within thirty (30) days. The ten (10 day) window after contract award is to allow the Contractor time to obtain all specified State drilling permits / well permits. Bidders must possess current Arizona Contractor's Registration and current Arizona Driller's License. (Details in section 9.)

5. ITEMS TO BE FURNISHED BY THE US ARMY CORPS OF ENGINEERS:

- a. Locating and staking of drill holes;
- b. Obtaining right-of-entry permits/signatures;
- c. Obtaining underground utility clearances;
- d. Obtaining all environmental and archeological surveys and clearances;
- e. Obtaining work permits from the City to allow the drilling (this includes filing traffic control plans with the City and obtaining City approval of those plans);
- f. Determining precise access routes for a tracked drill rig into wash bottoms and other off-road drill locations;
- g. Traffic control, as needed;
- h. A geologist and possibly another geotechnical worker on-site at all times for direction of the work and resolution of any questions, and to perform all logging of borings, all sample collection, labeling, packaging, shipping, and testing.

6. PAYMENT FOR WORK AND SERVICES:

a. The Los Angeles District will award a Measurement and Payment Services Contract with certain specified lump sum items. The agreed upon awarded price shall constitute full compensation for items specified as lump sum by the Los Angeles District to the Contractor for the work and services performed under this Contract. Other payment shall be according to quantities measured. Payments shall be made in accordance with the payment clause under the basic contract and the period of service of this Contract.

b. The Contractor shall invoice for services completed. All invoices shall be sent to the US Army Corps of Engineers, Los Angeles District Project Engineer at the following address:

US Army Corps of Engineers,
CESPL-ED-GG (Mark Chatman)
P.O. Box 532711
Los Angeles, CA 9003-2325
(the above for U.S. Mail deliveries)

or US Army Corps of Engineers,
CESPL-ED-GG (Mark Chatman)
915 Wilshire Blvd, 13th floor
Los Angeles, California 90017
(the above for overnight delivery services)

7. EXTRA SERVICES:

The Contractor is advised not to depart from the Scope of Work and criteria on which the Scope of Work is based, nor to perform any extra services under this contract requested by any person in the Los Angeles District, orally or in writing, which the Contractor considers to be a change in work or services required which necessitates an adjustment in the contract fee, until the Contractor has been requested by the Contracting Officer to: (1) review a supplemental Scope of Work; (2) make a written proposal covering such extra services; and, (3) has negotiated a mutually satisfactory fee and received a notice to proceed in writing from the Contracting Officer.

8. TECHNICAL DETAILS REGARDING DRILLING, SAMPLING, SITE CONDITIONS:

8.1. *Summary of drilling and testing needs.*

Core drilling of twenty-four (24) vertical borings through both overburden (rocky soil), and into bedrock. Those boring depths vary, with the shortest at eight (8) ft and the deepest at fifty-seven-feet-deep (57 ft). Two-thirds of the borings, including all the work needing tracked and/or portable rigs, will be along a 4,700 ft long reach of Rio de Flag wash, extending upstream from the Butler Ave embankment crossing of Rio de Flag wash to the Bonito St. crossing. This reach essentially runs through the heart of Flagstaff. Ten of those borings are on the Butler embankment, at the southern end of the reach that is to be drilled. In addition, about one-third of the overall borings will be along a 4,075-ft-long reach of Clay Ave. Wash, a tributary of Rio de Flag that joins Rio de Flag in the heart of Flagstaff at the mid-point of the Rio de Flag reach that will be drilled. The Contractor must obtain the necessary State well drilling permits for this work. Representatives of the Corps' Geotechnical Branch, (*hereafter*, "USACE-Geotech") will direct the work in the field, log the holes, collect samples, and will be on site at all times; and also will perform specified pre-drilling / administrative / permitting tasks.

8.2. *Site conditions.*

The Contractor shall be prepared for variable set-up conditions, but only minor site preparation (some minor trimming of brush may be needed for mast clearance, etc.). Some holes will be on small, lightly traveled City streets, some on parking lots, or flat tops of wash banks. A few holes will be on wash bottoms and a tracked rig will be needed for access down the wash slopes to reach those locations. Two holes will be near the top of and on the outer

slopes of a roadway embankment (approximately 30° slope), and they may require a portable rig set up. Some pad leveling may be needed for those two holes. Topographic slopes as steep as 20° slopes must be driven on by the tracked rig to get down into the wash bottom, in places. The tracked rig will not be used for work on City streets and other paved areas due to the damage the tracks would do to pavement.

In the subsurface, the drilling will encounter clayey, gravelly soils to sandy-clayey soils overlying either very hard basalt bedrock or very soft sedimentary rock that usually is in the form of a clayey sandstone. Soils are not expected to be more than twenty (20) ft thick over bedrock, which may be either the basalt, or in other places where basalt is not present, the sandstone. The average soil overburden thickness will be about ten (10) ft thick. "Perched" groundwater may be encountered in the borings between five (5) and twenty (20) ft depths. Generally, neither soil nor groundwater contaminants are anticipated, although some holes will include collection of precautionary soil samples that will be tested for outer extents of possible oil, gasoline, or creosote contamination plumes. Clean-up of equipment and collection of wash water will be required at those eight boring locations.

8.3. *Required drilling services, equipment, supplies, credentials.*

8.3.a. Drilling. Borings and their depths are shown in chart #1, along with the estimates of how much bedrock will be in each hole. HQ-size core drilling will be used to drill all intervals and all materials, including overburden (soils, broken rock) and into the bedrock. Wire line methods of core retrieval are much preferred. Note that the contractor shall drill out the entire prescribed length of all borings, including intervals of very hard basalt bedrock, which can be very difficult to drill if the wrong bit types or drill configurations are selected.

8.3.b. Drilling equipment and supplies, sampling and testing techniques.

8.3.b.1. *Site preparation.* No brush clearing is anticipated but the driller should be prepared for minor tree branch or shrub trimming, in the event of minor drill mast obstructions. The need for drill pad leveling is not expected, except for the two borings on slopes of the roadway embankment.

Chart #1, showing details of the planned drilling.
Supports section 8.3a of the drilling scope

[“vert core” = “vertical core boring”; “horizt core” = “horizontal core boring”; “ch” = “channel”; holes are in or adjoining the Rio de Flag mainstem channel (“Rio Main”), in or near a planned extension of the Rio de Flag mainstem channel (“Rio new ext”), or in or near the Clay Ave. Wash channel and its planned extension (“ClayAv channel”)]

Hole #	Type	Need tracked rig?	Reach	Station	Estimated Depth, ft	Estimated footage re-drilled (for more soil sample material), ft	Depth to rock, ft
TH04-10	vert core	no	Rio Main	79+90	8.5	17	Possibly 15
TH04-11	vert core	no	Rio Main	77+30	14	0	5 to 11
TH04-12	vert core	no	Rio Main	73+55	15	0	5 to 11
TH04-13	vert core	no	Rio Main	69+75	15	0	5 to 11
TH04-14	vertcore	yes	Rio Main	67+00	20	20	> 11
TH04-15	vert core	no	Rio new ext	46+00	35	12	5 to 12
TH04-16	vert core	no	Rio Main	27+30	30	18	uncertain
TH04-18	vert core	no	Rio Main	23+45	30	19	uncertain
TH04-19	vert core	yes	Rio Main	14+95	20	12	uncertain
TH04-21	vert core	yes	Rio Main	12+25	20	10	uncertain
TH04-22	vert core	no	Rio Main	11+75	35	0	uncertain
TH04-23	vert core	yes	Rio Main	10+75	10	0	uncertain
TH04-24	vert core	no	Rio Main	8+00	35	0	uncertain
TH04-25	vert core	yes	Rio Main	4+04	30	0	no rock?
TH04-26	vert core	yes*	Rio Main	3+60	54	0	no rock?
TH04-27	vert core	yes*	Rio Main	2+48	57	0	no rock?
TH04-28	vert core	yes	Rio Main	2+05	32	0	no rock?
TH04-29	vert core	no	ClayAv ch	43+80	20	0	2 to 5 ft
TH04-30	vert core	no	ClayAv ch	39+00	20	0	2 to 5 ft
TH04-31	vert core	no	ClayAv ch	30+50	20	0	5 to 10 ft
TH04-32**	vert core	no	ClayAv ch	11+75	20	0	7 to 10 ft
TH04-33**	vert core	no	ClayAv ch	8+25	20	0	7 to 10 ft
TH04-34	vert core	no	ClayAv ch	5+00	25	0	7 to 10 ft
TH04-35	vert core	no	ClayAv ch	3+00	30	0	2 to 15 ft

* may need protable rig here instead of tracked rig

** optional, may not be drilled depending on nearby findings in other borings

8.3.b.2. *Fire suppression readiness.* The vicinity is under a long-term drought. The drill rig shall have at least two working fire extinguishers, and be supported by an on-site mobile water truck or tank with a water spraying device and hose.

8.3.b.3. *Drill hole and tool sizes.* Minimum core diameter shall be 2.4 inches. Either conventional or wireline, double- or triple-tube core barrels are acceptable. Maximum core barrel lengths shall be 5 ft. Appropriate, compatible rotary bit sizes shall be selected by the Contractor.

8.3.b.4. *Casing.* Casing shall be used if overburden conditions dictate that casing is needed to prevent hole caving, and the casing shall be reamed into competent bedrock at least one foot deep. No casing will be left in the ground at the completion of drilling; all will be removed. It is anticipated that an average of the upper five (5) ft of the borings will need to be cased, although some holes may require less than 5 ft of casing (2 to 3 ft) and some may require more (10 to 15 ft).

8.3.b.5. *Drilling fluid/mud.* It is presumed that drilling mud will be used; an environmentally safe mud shall be used. Toxic drilling fluids will not be permitted.

8.3.b.6. *Water for drilling, etc.* Water for drilling shall be the responsibility of the Contractor. Costs shall be included in the per-ft drilling costs estimate (see bid schedule).

8.3.b.7. *Grease.* If grease is used to lubricate core barrels, or any other down-hole equipment, it must be a non-petroleum, environmentally friendly type of grease that cannot contribute any TPH (total petroleum hydrocarbons) values if it becomes mixed with borehole cuttings. No type of petroleum-based grease will be tolerated. Costs shall be included in the per-ft drilling costs estimate (see bid schedule).

8.3.b.8. *Core boxes.* The Contractor shall provide wax-impregnated cardboard core boxes, capable of holding at least 10 ft of core, with wooden blocks (2 ½-inch by 2 ½ inch by ¾ inch) to separate core runs. These will be paid at a per-item-used rate (see bid schedule for estimated quantities).

8.3.b.9. *Cementing (for advancing borehole).* If cementing is needed for advancing a borehole (in the event, for example, of loss of circulation), compensation for the driller shall be via an itemized per-ft drilling rate, as the cemented zone is re-drilled. Payment shall be made for re-drilling only those intervals as necessary to restore lost circulation or caving and if more extensive intervals are cemented, the extra interval shall be re-drilled at the driller's expense. Cost of the cement shall be included in the per-ft cementing cost estimate (see bid schedule).

8.3.b.10. *Backfilling holes.* Holes will be backfilled upon completion, using cuttings that may be available, a cement grout mixed in a ratio of one 94-lb bag of type II cement to 1 cu ft of water, and possibly bentonite chips, as conditions dictate. Much of the drilled materials may be taken as sample. Sand may be added in cases of high grout take, if approved at the particular location by USACE-Geotech. The grout shall be tremmied to the bottom of the hole to assure that the entire hole is backfilled. Cost shall be determined on a per-ft of boring grouted, plus separate materials charges for cement and/or bentonite used.

8.3.b.11. *Cold patch on asphalt.* At nine (9) of the boring locations, the drilling will be through existing asphalt roadway or parking lot surface. Cold patch repair of the boring location shall be made by the drilling contractor at each drill site at the completion of drilling that hole. The work shall be done to the satisfaction of the City of Flagstaff inspector.

8.3.b.12. *Site clean-up.* Complete cleanup of the drilling sites to the satisfaction of the US Army Corps of Engineers shall be required. All excavations for anchoring or for circulation fluid pits shall be filled, and each drilling site shall be graded to its original condition after drilling is completed. Any excavations made in the area shall be backfilled with native material. At some of the drill locations, remnant cuttings and drilling fluids can remain on site, provided cuttings piles are leveled to minimize visual impact, but at the holes in park settings, or on City streets or parking lots, drill cuttings that don't fit in the hole shall be containerized and removed by the drilling

contractor of designee (this is expected to be a small amount of material, as indicated in the bid schedule). At eight (8) of the holes, all of which are near the periphery of known or possible petroleum contamination (oil, gasoline, or creosote), drill tools shall be washed thoroughly with Alquinox and water prior to drilling the next hole, so as to avoid contamination. The wash water shall be collected and disposed of appropriately by the drilling contractor; three of the eight locations are for background-determining samples.

8.3.b.13. *Spills, infrastructure damage, and repairs.* Oil or fuel spills shall be cleaned in accordance with Federal and State requirements. The Contractor shall take such precautions as may be necessary to prevent drill cuttings, oil, wash-water, grout, or other waste materials from defacing or damaging any permanent structure. The Contractor shall exercise extreme care to avoid damage to existing structures or facilities and access roads. Any damage that occurs shall be repaired by the Contractor at Contractor's expense and to the US Army Corps of Engineer's satisfaction.

8.3.b.14. *Experience, crews, condition of equipment.* The Contractor shall be experienced in the drilling and testing described above. The drill shall be operated by a qualified driller, with a minimum of one year's experience drilling, and at least one qualified helper. Tools and equipment shall be in good working condition and shall be adequate for the work. All drilling equipment and fittings shall be subject to inspection and approval of the US Army Corps of Engineers prior to the start of work. Drill rods, collars, and auxiliary equipment shall be furnished as required to complete the work. Drilling machines shall have hydraulic leveling devices and shall have functioning gauges for measurement of hydraulic bit pressures. Crews shall be 40-hour HAZWOPER trained, and possess current HAZWOPER certificates.

8.3.b.15. *Work schedule.* Generally, between eight- and ten-hour days, Monday through Friday, although a job start on a day other than a Monday can be negotiated, by mutual agreement, with the driller. Work over the weekend can be arranged by mutual agreement with the driller. See also paragraph 4 for additional information.

8.3.b.16. *Water-level indicator.* The Contractor shall supply an operational water-level indicator for US Army Corps of Engineer's use throughout the drilling and sampling period. Where groundwater is encountered, its elevation will be determined.

8.3.b.17. *PID or FID.* The Contractor shall supply an operational photo-ionization detector or flame-ionization detector for US Army Corps of Engineer's use during the drilling and sampling of seven of the holes that may be near the periphery of petroleum contamination. Where groundwater is encountered, its elevation will be determined.

9. ***Required Contractor compliance with State of Arizona regulations.*** The Contractor shall comply with all applicable Arizona Registrar of Contractors and Arizona Dept. of Water Resources (ADWR) licensing and application regulations. This includes:

- Drilling Contractor shall be a licensed *contractor* and a licensed *driller* in Arizona and shall follow procedures outlined in Arizona Administrative Code, Title 12, Chapter 15, Article 8;
- Drilling Contractor shall have a copy of these valid licenses and registrations on site at all times and shall provide copies to the US Army Corps of Engineers prior to the award of this Contract;
- Drilling Contractor shall file notice of intent to drill and abandon geotechnical well(s) (with variance) with ADWR;
- Drilling Contractor shall have a valid drilling card for this job on site at all times;
- Drilling Contractor shall comply with State of Arizona regulations for filing the Well Driller Report/Log of Well form (DWR-55-55-2/98), a Project Completion Report form (DWR-55-57-12/95), and a Well Abandonment Completion Report form (DWR-55-58-2/98), both within thirty (30) days of completion of the project, with a cover letter identifying the number of holes drilled and the applicable drill card;
- Drilling Contractor shall supply copy of driller's license and Arizona Registrar of Contractor's registration to the US Army Corps of Engineers prior to award of any contract.

To assist in obtaining the notice of intent to drill and abandon geotechnical well(s) (with variance) with ADWR:

All borings to be drilled will be in T. 21 N., R. 7 E.

16 borings, incl. the two horizontal borings, are in NE ¼ sec. 22;

2 borings are in NW ¼ sec. 22;

4 borings are in NE. ¼ sec. 16;

6 borings are in SE. ¼ sec. 16;

3 borings are in NW. ¼ sec. 21.

10. ***Subcontracting.***

The Contractor shall not enter into any subcontract without prior written approval of the Contracting Officer. It is preferable that the Contractor possess all necessary equipment and any exceptions shall be documented in writing, submitted with any bid, and will be acceptable only if approved in writing by the US Army Corps of Engineers, Engineering Division-Geotechnical Branch representative.

11. ***Communication with the US Army Corps of Engineers.***

11.a. *Liaison.* The Contractor shall name and assign an employee as the responsible Contractor point-of-contact for this drilling and sampling. This individual will be technically versed and experienced to the degree that any technical questions that may be raised by the US Army Corps of Engineers can be sufficiently addressed. This individual also will be able to keep the US Army Corps of Engineers apprised of the progress of the work. The Contractor point-of-contact will communicate with a designated US Army Corps of Engineers, Engineering Division-Geotechnical Branch representative (the US Army Corps of Engineers point-of-contact). If the drilling is subcontracted, a similar naming of Drilling Services POC will be done.

11.b. *Records for the US Army Corps of Engineers.* The Contractor shall keep accurate records of all work accomplished under this contract and shall deliver complete, legible copies of these records to the Contracting Officer's representative, in the field, on a daily basis. All such records shall be preserved in good condition and order by the Contractor until they are delivered and accepted. The following information shall be included in the records for each hole:

- * Hole number or designation;
- * Type of drilling operation; footage completed;
- * Dates and time required to perform various field operations;
- * Payment items.

12. ***Measurement and payment***

12.a. Drilling services

General. The contract prices for drilling services items specified below shall constitute full compensation for furnishing all plant, labor, equipment, materials, and supplies, and for performing all required operations and completion of all work. All drilling shall be classified as one of the following, as appropriate: horizontal core drilling, vertical core drilling, or drilling of cemented zones.

All measurements for payment shall be made by or in the presence of the US Army Corps of Engineers. Payment will not be made for any borehole for which satisfactory records and samples, as determined by the US Army Corps of Engineers, are not furnished.

No payment will be made for equipment lost in boreholes by the Contractor, or for time spent fishing for equipment struck / lost in the borings.

12.a.1. *Mobilization and demobilization.* A lump-sum bid item. Payment for mobilization and demobilization will be made at the applicable contract price, and that payment shall include all costs for the transport of all equipment, materials, and personnel to and from the project site; the provision of any necessary sanitary facilities; development of a water system to supply drilling water, if needed; removal of equipment, unused materials, and miscellaneous debris from the project area after completion of work; and restoration of drill sites constructed by the Contractor to the satisfaction of the USACE-Geotech. **Payment also shall include set-up at the first site, ready to drill.** The mobilization period ends only when the driller is set-up at the first site, ready to drill. The demobilization period begins as soon as the last hole of this project is drilled and directed to be backfilled by the USACE-Geotech.

12.a.2. *Drilling.* An itemized bid item--per linear foot. All drilling will be classified as one of the following types: vertical core drilling, horizontal core drilling, or drilling of cemented zones. Measurement of drilling will be based on the actual number of linear feet of drilling acceptably performed as specified, measured from the existing ground surface to the maximum depth of penetration by drilling bit.

Measurement for payment for drilling shall be to the nearest 0.1-foot. This will include all drilling and labor costs. Also to be included in the drilling services bid price are the following services and incidentals:

- Fees and time necessary to obtain drilling permits from ADWR (Arizona Dept. of Water Resources), as needed, and all other costs as incurred related to complying with ADWR and Arizona Registrar of Contractors requirements;
- Use of all support equipment and vehicles, as needed, such as a water truck, pick-up truck, and grout mixer;
- Use of all other downhole tools and equipment, including water-level indicator, PID or FID;
- Wear on drilling equipment and tools;
- Water for drilling, coring, flushing the borehole, etc.;
- Time required to flush the borehole of mud (if needed);
- Setting, reaming, and removal of casing (if needed);
- Removal of the core barrels from borings, and opening them so that Corps of Engineers employees can collect samples/log the materials;
- Mud, if needed;
- Non-petroleum, environmentally-friendly grease for lubricating down-hole equipment;
- Alquinox or equivalent cleaner;
- Leveling remnant cuttings piles, if any;
- Site preparation and clean-up;
- Fire suppression readiness (water truck, hose, fire extinguishers) and use;
- Per diem for crews;
- Record keeping for and liaison with the US Army Corps of Engineers;
- Cost estimate preparation costs and site visit (if any).

12.a.2.1. *Core drilling.* Core drilling shall be paid per linear ft, as measured to the nearest 0.1 ft. Separate bid items are provided for vertical core drilling and horizontal core drilling.

12.a.2.2. *Cementing and re-drilling cemented horizons.* This item is for correcting borehole caving and loss of circulation problems only. Measurement shall be for only the interval cemented as necessary to correct the problem, to the nearest 0.1 ft. Payment shall be determined as a per-ft charge for re-drilling cemented intervals. This cost shall include time to cement the hole, any delays waiting for cement to harden, and the actual re-drilling, plus a separate materials charge for cement used (bill per 94/lb, 1 cu ft bag of cement used).

12.a.3. *Backfilling and grouting of holes.* Bill per foot of boring backfilled with cuttings, and/or grout, bentonite chips (as specified under section 8.3.b.10), and/or bentonite chips, plus a separate materials charge for cement used (bill per 94/lb, 1 cu ft bag of cement used, and per 75-lb bag of bentonite chips used), and for asphalt cold patch repair at the top of nine (9) holes (bill per 50-lb bag of asphalt cold patch used).

12.a.4. *Drill moves and set ups between holes.* Bill per move/set up. Excludes the first hole set-up (part of mobilization, see item 12.a.1, above).

12.b. *Core boxes.* See section 8.3.b.8 for description. Bill per box used. See estimated quantities.

12.c. *Inclement weather.* The driller will not be paid for time delays to drilling due to inclement weather conditions, such as lightening storms, snow, or rain. Nevertheless, the driller will suspend operations and lower the mast due the presence of lightening storms, particularly if so directed by the US Army Corps of Engineers. The concern is maintaining a safe working environment.

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CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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 size standards in this solicitation.

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 its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which 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 whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- 50 or fewer \$1 million or less
- 51 - 100 \$1,000,001 - \$2 million
- 101 - 250 \$2,000,001 - \$3.5 million
- 251 - 500 \$3,500,001 - \$5 million
- 501 - 750 \$5,000,001 - \$10 million
- 751 - 1,000 \$10,000,001 - \$17 million
- Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It () has, () has not 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.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) 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: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(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.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_N/A (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

_XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

_N/A4 (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_N/A(ii) Alternate I (MAR 1999) to 52.219-5.

_N/A(iii) Alternate II to (JUNE 2003) 52.219-5.

_XX(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_XX (ii) Alternate I (OCT 1995) of 52.219-6.

_XX (iii) Alternate II (MAR 2004) of 52.219-6.

_N/A (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_N/A(ii) Alternate I (OCT 1995) of 52.219-7.

_N/A(iii) Alternate II (MAR 2004) of 52.219-7.

_XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

_N/A(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

_N/A(ii) Alternate I (OCT 2001) of 52.219-9

N/A(iii) Alternate II (OCT 2001) of 52.219-9.

_XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

_N/A(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_N/A(ii) Alternate I (JUNE 2003) of 52.219-23.

_N/A(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_N/A(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

N/A (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_N/A (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

_XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

_XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

_XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_N/A(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

_N/A(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

_N/A(22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

_N/A(23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

_N/A(ii) Alternate I (JAN 2004) of 52.225-3.

_N/A(iii) Alternate II (JAN 2004) of 52.225-3.

_N/A(24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_N/A(25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

_N/A(26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

_N/A(27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

_N/A (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

N/A (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_N/A (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_N/A (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

_N/A (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_N/A (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

_N/A (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.0215-5001 DIRECTIONS FOR SUBMITTING OFFERS (MAR 2002)

Envelopes/packages containing offers must be sealed, marked and addressed as follows:

MARK ENVELOPES/PACKAGES:

Solicitation No. [W912PL-04-T-0022]
Closing Date: [23-JUN 2004]
Closing Time: [4:30 P.M.]

ADDRESS ENVELOPES/PACKAGES TO:

Department of the Army
U. S. Army Engineer District, Los Angeles
ATTN: Contracting Division
C/O: Olga Jimenez
P. O. Box 532711
Los Angeles, CA 90053-2325

SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED OFFERS:

Hand-carried offers must be delivered to: 915 Wilshire Blvd., Public Affairs Office (PAO), Suite 980, Los Angeles, CA 90017.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Public Affairs Office (PAO), Suite 980, Wilshire Blvd, Los Angeles, CA at which time they will be escorted within the building. Offerors are no longer permitted to hand-carry their offers directly to Contracting Division. **Offers may NOT be either turned-in or left unattended at the Public Affairs Office (PAO), Suite 980.**

The Contract Specialist will be in the Public Affairs Office (PAO), Suite 980, 30 minutes prior to the scheduled closing time/date for receipt of proposals.

Offerors who wish to hand-deliver their offers at an earlier date and time must notify the Contract Specialist in advance in order to arrange to be met at the Public Affairs Office, Suite 980 by Contracting Personnel. In the event the Contract Specialist cannot be reached, please call the main Contracting Division telephone number, 213.452.3231, in order to request assistance.

In order to expedite visitor processing, offerors must complete the information requested on the Notice of Visitor(s) Form that is attached at the end of this clause. The completed form must then be faxed to the Contract Specialist 24 hours prior to the date for receipt of proposals. In addition, no more than 2 visitors per firm will be permitted within the building. No exceptions will be made. Please ensure that all courier and delivery personnel are aware of these special procedures pertaining to hand carried offers.

NOTICE OF VISITOR(S)		
1. Date(s) of Visit (Inclusive)		2. Arrival Time
3. Name of Visitor(s) (Last, First)		4. Agency/Company of Visitor
5. Name of Person Being Visited (Include Div, Br, Sec)	6. Suite Number	7. Telephone Number
8. Contact Person (if other than Person Being Visited)		9. Telephone Number
10. Other Comments or Instructions		
<ul style="list-style-type: none">- All visitors must report to the Public Affairs Office, Suite 980- Visitors must use the Visitor Tag provided.- Visitors must be escorted to Corps of Engineers floors- Parking validation is only available for Engineering Division, Construction-Operations, and Information Management field personnel.- Delivery personnel will be validated for 30 minutes only.		

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

(End of provision)

WAGE RATES

WAGE DETERMINATION NO: 94-2023 REV (26) AREA: AZ,PHOENIX

WAGE DETERMINATION NO: 94-2023 REV (26) AREA: AZ,PHOENIX		
REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL		
		WASHINGTON D.C. 20210
		Wage Determination No.: 1994-2023
William W.Gross	Division of	Revision No.: 26
Director	Wage Determinations	Date Of Last Revision: 08/21/2003

State: [h0h2](#)Arizona

Area: [h1h3](#)Arizona Counties of Apache, [h2h4](#)Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
10.30	
01012 - Accounting Clerk II	
11.35	
01013 - Accounting Clerk III	
12.94	
01014 - Accounting Clerk IV	
15.56	
01030 - Court Reporter	
13.79	

01050 - Dispatcher, Motor Vehicle
12.64
01060 - Document Preparation Clerk
10.84
01070 - Messenger (Courier)
9.24
01090 - Duplicating Machine Operator
9.88
01110 - Film/Tape Librarian
11.47
01115 - General Clerk I
7.94
01116 - General Clerk II
9.28
01117 - General Clerk III
10.12
01118 - General Clerk IV
12.04
01120 - Housing Referral Assistant
16.32
01131 - Key Entry Operator I
9.47
01132 - Key Entry Operator II
10.65
01191 - Order Clerk I
9.69
01192 - Order Clerk II
13.51
01261 - Personnel Assistant (Employment) I
10.94
01262 - Personnel Assistant (Employment) II
13.54
01263 - Personnel Assistant (Employment) III
15.62
01264 - Personnel Assistant (Employment) IV
17.42
01270 - Production Control Clerk
14.07
01290 - Rental Clerk
11.47
01300 - Scheduler, Maintenance
12.62
01311 - Secretary I
12.45
01312 - Secretary II
14.75
01313 - Secretary III
16.32
01314 - Secretary IV
18.87
01315 - Secretary V
23.18
01320 - Service Order Dispatcher
11.04
01341 - Stenographer I
10.66
01342 - Stenographer II
11.98

01400 - Supply Technician
18.87
01420 - Survey Worker (Interviewer)
12.54
01460 - Switchboard Operator-Receptionist
10.66
01510 - Test Examiner
14.75
01520 - Test Proctor
14.75
01531 - Travel Clerk I
10.36
01532 - Travel Clerk II
11.19
01533 - Travel Clerk III
12.02
01611 - Word Processor I
11.41
01612 - Word Processor II
13.03
01613 - Word Processor III
14.47
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
12.16
03041 - Computer Operator I
10.23
03042 - Computer Operator II
12.95
03043 - Computer Operator III
15.34
03044 - Computer Operator IV
18.51
03045 - Computer Operator V
20.19
03071 - Computer Programmer I (1)
18.99
03072 - Computer Programmer II (1)
22.62
03073 - Computer Programmer III (1)
26.28
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
25.43
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
11.05
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
18.62
05010 - Automotive Glass Installer
15.63
05040 - Automotive Worker
15.63

05070 - Electrician, Automotive
16.34
05100 - Mobile Equipment Servicer
13.37
05130 - Motor Equipment Metal Mechanic
18.25
05160 - Motor Equipment Metal Worker
15.78
05190 - Motor Vehicle Mechanic
17.37
05220 - Motor Vehicle Mechanic Helper
12.16
05250 - Motor Vehicle Upholstery Worker
14.59
05280 - Motor Vehicle Wrecker
15.78
05310 - Painter, Automotive
17.80
05340 - Radiator Repair Specialist
15.76
05370 - Tire Repairer
12.92
05400 - Transmission Repair Specialist
17.37
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
7.23
07010 - Baker
11.30
07041 - Cook I
9.77
07042 - Cook II
11.30
07070 - Dishwasher
7.33
07130 - Meat Cutter
14.71
07250 - Waiter/Waitress
7.22
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
16.50
09040 - Furniture Handler
10.88
09070 - Furniture Refinisher
16.50
09100 - Furniture Refinisher Helper
12.16
09110 - Furniture Repairer, Minor
14.59
09130 - Upholsterer
16.50
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
7.50
11060 - Elevator Operator
8.06
11090 - Gardener
11.87

11121 - House Keeping Aid I
7.37
11122 - House Keeping Aid II
8.50
11150 - Janitor
8.87
11210 - Laborer, Grounds Maintenance
8.59
11240 - Maid or Houseman
7.37
11270 - Pest Controller
13.19
11300 - Refuse Collector
8.87
11330 - Tractor Operator
10.84
11360 - Window Cleaner
9.59
12000 - Health Occupations
12020 - Dental Assistant
11.21
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
10.93
12071 - Licensed Practical Nurse I
13.56
12072 - Licensed Practical Nurse II
15.09
12073 - Licensed Practical Nurse III
16.89
12100 - Medical Assistant
9.95
12130 - Medical Laboratory Technician
12.68
12160 - Medical Record Clerk
12.22
12190 - Medical Record Technician
15.57
12221 - Nursing Assistant I
8.66
12222 - Nursing Assistant II
9.72
12223 - Nursing Assistant III
10.25
12224 - Nursing Assistant IV
11.53
12250 - Pharmacy Technician
12.19
12280 - Phlebotomist
11.12
12311 - Registered Nurse I
18.51
12312 - Registered Nurse II
22.66
12313 - Registered Nurse II, Specialist
22.66
12314 - Registered Nurse III
27.42
12315 - Registered Nurse III, Anesthetist
27.42

12316 - Registered Nurse IV
32.84
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
19.02
13011 - Exhibits Specialist I
15.53
13012 - Exhibits Specialist II
19.16
13013 - Exhibits Specialist III
23.37
13041 - Illustrator I
17.08
13042 - Illustrator II
21.07
13043 - Illustrator III
25.70
13047 - Librarian
21.11
13050 - Library Technician
12.08
13071 - Photographer I
13.50
13072 - Photographer II
15.56
13073 - Photographer III
19.20
13074 - Photographer IV
23.42
13075 - Photographer V
28.41
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
7.64
15030 - Counter Attendant
7.64
15040 - Dry Cleaner
8.70
15070 - Finisher, Flatwork, Machine
7.64
15090 - Presser, Hand
7.64
15100 - Presser, Machine, Drycleaning
7.65
15130 - Presser, Machine, Shirts
7.64
15160 - Presser, Machine, Wearing Apparel, Laundry
7.64
15190 - Sewing Machine Operator
9.46
15220 - Tailor
10.06
15250 - Washer, Machine
8.20
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
16.74
19040 - Tool and Die Maker
22.78

21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
14.14
21020 - Material Coordinator
14.72
21030 - Material Expediter
14.72
21040 - Material Handling Laborer
10.83
21050 - Order Filler
10.41
21071 - Forklift Operator
12.27
21080 - Production Line Worker (Food Processing)
11.86
21100 - Shipping/Receiving Clerk
11.98
21130 - Shipping Packer
11.12
21140 - Store Worker I
8.00
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
11.40
21210 - Tools and Parts Attendant
12.73
21400 - Warehouse Specialist
12.73
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
19.51
23040 - Aircraft Mechanic Helper
13.66
23050 - Aircraft Quality Control Inspector
23.34
23060 - Aircraft Servicer
16.39
23070 - Aircraft Worker
17.55
23100 - Appliance Mechanic
16.50
23120 - Bicycle Repairer
12.92
23125 - Cable Splicer
21.98
23130 - Carpenter, Maintenance
16.50
23140 - Carpet Layer
15.63
23160 - Electrician, Maintenance
19.99
23181 - Electronics Technician, Maintenance I
12.68
23182 - Electronics Technician, Maintenance II
21.46
23183 - Electronics Technician, Maintenance III
23.61
23260 - Fabric Worker
14.59

23290 - Fire Alarm System Mechanic
17.37
23310 - Fire Extinguisher Repairer
14.71
23340 - Fuel Distribution System Mechanic
20.21
23370 - General Maintenance Worker
15.63
23400 - Heating, Refrigeration and Air Conditioning Mechanic
17.37
23430 - Heavy Equipment Mechanic
17.20
23440 - Heavy Equipment Operator
17.34
23460 - Instrument Mechanic
19.98
23470 - Laborer
8.58
23500 - Locksmith
16.50
23530 - Machinery Maintenance Mechanic
18.92
23550 - Machinist, Maintenance
17.49
23580 - Maintenance Trades Helper
12.16
23640 - Millwright
19.60
23700 - Office Appliance Repairer
16.50
23740 - Painter, Aircraft
18.56
23760 - Painter, Maintenance
16.50
23790 - Pipefitter, Maintenance
18.36
23800 - Plumber, Maintenance
17.44
23820 - Pneudraulic Systems Mechanic
17.49
23850 - Rigger
17.49
23870 - Scale Mechanic
15.63
23890 - Sheet-Metal Worker, Maintenance
17.37
23910 - Small Engine Mechanic
15.63
23930 - Telecommunication Mechanic I
17.37
23931 - Telecommunication Mechanic II
21.02
23950 - Telephone Lineman
17.37
23960 - Welder, Combination, Maintenance
17.37
23965 - Well [h3h5](#)Driller
17.49

23970 - Woodcraft Worker
17.49
23980 - Woodworker
13.37
24000 - Personal Needs Occupations
24570 - Child Care Attendant
9.75
24580 - Child Care Center Clerk
13.87
24600 - Chore Aid
7.69
24630 - Homemaker
16.71
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
21.02
25040 - Sewage Plant Operator
18.64
25070 - Stationary Engineer
21.22
25190 - Ventilation Equipment Tender
12.16
25210 - Water Treatment Plant Operator
18.68
27000 - Protective Service Occupations
(not set) - Police Officer
22.67
27004 - Alarm Monitor
12.89
27006 - Corrections Officer
19.77
27010 - Court Security Officer
19.14
27040 - Detention Officer
19.77
27070 - Firefighter
19.82
27101 - Guard I
9.37
27102 - Guard II
14.09
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
15.06
28020 - Hatch Tender
15.06
28030 - Line Handler
15.06
28040 - Stevedore I
12.85
28050 - Stevedore II
16.06
29000 - Technical Occupations
21150 - Graphic Artist
20.44
29010 - Air Traffic Control Specialist, Center (2)
29.10
29011 - Air Traffic Control Specialist, Station (2)
20.65

29012 - Air Traffic Control Specialist, Terminal (2)
22.09
29023 - Archeological Technician I
15.21
29024 - Archeological Technician II
17.02
29025 - Archeological Technician III
21.08
29030 - Cartographic Technician
22.40
29035 - Computer Based Training (CBT) Specialist/ Instructor
23.50
29040 - Civil Engineering Technician
19.28
29061 - Drafter I
14.16
29062 - Drafter II
15.90
29063 - Drafter III
18.33
29064 - Drafter IV
22.61
29081 - Engineering Technician I
15.61
29082 - Engineering Technician II
17.26
29083 - Engineering Technician III
21.48
29084 - Engineering Technician IV
25.33
29085 - Engineering Technician V
27.52
29086 - Engineering Technician VI
31.49
29090 - Environmental Technician
18.59
29100 - Flight Simulator/Instructor (Pilot)
27.62
29160 - Instructor
20.44
29210 - Laboratory Technician
15.40
29240 - Mathematical Technician
22.14
29361 - Paralegal/Legal Assistant I
14.91
29362 - Paralegal/Legal Assistant II
17.65
29363 - Paralegal/Legal Assistant III
21.54
29364 - Paralegal/Legal Assistant IV
26.13
29390 - Photooptics Technician
22.19
29480 - Technical Writer
21.75
29491 - Unexploded Ordnance (UXO) Technician I
18.49

29492 - Unexploded Ordnance (UXO) Technician II
22.37
29493 - Unexploded Ordnance (UXO) Technician III
26.81
29494 - Unexploded (UXO) Safety Escort
18.49
29495 - Unexploded (UXO) Sweep Personnel
18.49
29620 - Weather Observer, Senior (3)
17.80
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
14.75
29622 - Weather Observer, Upper Air (3)
14.75
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
16.05
31260 - Parking and Lot Attendant
7.71
31290 - Shuttle Bus Driver
11.96
31300 - Taxi Driver
9.50
31361 - Truckdriver, Light Truck
11.90
31362 - Truckdriver, Medium Truck
16.36
31363 - Truckdriver, Heavy Truck
18.00
31364 - Truckdriver, Tractor-Trailer
18.00
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
8.07
99030 - Cashier
9.63
99041 - Carnival Equipment Operator
11.29
99042 - Carnival Equipment Repairer
12.36
99043 - Carnival Worker
8.06
99050 - Desk Clerk
9.75
99095 - Embalmer
18.23
99300 - Lifeguard
9.72
99310 - Mortician
19.48
99350 - Park Attendant (Aide)
12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
11.00
99500 - Recreation Specialist
13.51
99510 - Recycling Worker
12.42

99610 - Sales Clerk
 10.86
 99620 - School Crossing Guard (Crosswalk Attendant)
 7.66
 99630 - Sport Official
 9.72
 99658 - Survey Party Chief (Chief of Party)
 22.51
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 19.11
 99660 - Surveying Aide
 13.56
 99690 - Swimming Pool Operator
 13.74
 99720 - Vending Machine Attendant
 10.85
 99730 - Vending Machine Repairer
 13.74
 99740 - Vending Machine Repairer Helper
 10.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

(A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.