

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. AM-0001	3. EFFECTIVE DATE 06-Feb-2003	4. REQUISITION/PURCHASE REQ. NO. WX3JR9-1298-5099		5. PROJECT NO.(If applicable)	
6. ISSUED BY CT, CONST/A-E CONTRACTS BR USAED, HONOLULU BLDG 200 (CA83) FT SHAFTER HI 96858-5440	CODE DACA83	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DACA83-02-R-0006	
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 17-Jan-2003	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Construction and Services for Medical Facilities, Honolulu Engineer District (HED) Area of Responsibility (AOR) See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY			
		(Signature of Contracting Officer)			

- a. CHANGES TO THE SOLICITATION. Attached hereto are new and revised pages to the solicitation.

DELETED PROVISIONS/CLAUSES/PAGES. The following items are deleted from the solicitation.

Main Table of Contents

Deleted Division 2 thru 16 – Technical Requirements

Instruction to Offerors, paragraph 2, is changed to read: Contractor is required to COMPLETE AND RETURN the following sections of this solicitation: SECTION 00010 (ALL), and SECTION 00600 (ALL).

Standard Form 1442 (front)

Block 9B, Telephone No., is changed to read: 808-438-8572.

Section 00100: Delete all pages.

Deleted Clause S-28.3, Penal Sum and Form of Offer Guarantee

Section 00700

Davis Bacon Wage Determination (pages 1 through 17) dated 01/03/2003.

Section 00800: Delete all pages.

Revised clause S-36.36, Minimum/Maximum Value (Multiple Award) (Oct 2002)

Revised clause S-28.11, Performance and Payment Bonds for Indefinite Quantity Contracts (Nov 2002)

Revised clause S-18, Asbestos—(Occupational Health and Environmental)

Revised clause S-17, Asbestos—(Occupational Health and Environmental)

Deleted clause S-36.9, As-Built Drawings

Deleted clause S-36.10, Warranty Implementation

- b. NEW PAGES. The following pages are added to the solicitation.

Main Table of Contents

Standard Form 1442 (front/back)

Section 00100 (all pages)

Section 00100, Appendix A, Sample Subcontracting Plan

Davis Bacon Wage Determination (pages 1 through 17) dated 01/24/2003

Section 00800 (all pages)

Section 00900, Miscellaneous Attachment

- c. The proposal due date is extended to March 10, 2003, 2:00 P.M., Hawaiian Standard Time.

REQUEST FOR PROPOSAL NO. DACA83-02-R-0006

MAIN TABLE OF CONTENTS

Request for Proposal No. DACA83-02-R-0006, Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Construction and Services for Medical Facilities, Honolulu Engineer District (HED) Area of Responsibility (AOR)

<u>SECTION</u>	<u>TITLE</u>
00010	SF 1442 and Proposal Schedule
00100	Instruction, Conditions, and Notice to Offerors
00120	Proposal Submission Requirements and Evaluation Factors
00600	Representations & Certifications
00700	Contract Clauses
00720	Contract Data Requirement List
00800	Special Contract Requirements
Division 1	General Requirements

Instruction to Offerors

1. This procurement is unrestricted.
2. Contractor is required to COMPLETE AND RETURN the following sections of this solicitation: SECTION 00010 (ALL), and SECTION 00600 (ALL).
3. See Section 00700, DFARS Clause 252.204-7004, "Required Central Contractor Registration (CCR) regarding registration in the CCR database. Lack of registration will make an offeror ineligible for award.
4. Some of the contract clauses and special contract requirements are annotated as (SERVICES). If no annotations are made, there are considered construction clauses.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA83-02-R-0006	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17-Jan-2003	PAGE OF PAGES 1 OF
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WX3JR9-1298-5099	6. PROJECT NO.
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7. ISSUED BY CT, CONST/A-E CONTRACTS BR USAED, HONOLULU BLDG 200 (CA83) FT SHAFTER HI 96858-5440	CODE DACA83	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7
TEL:	FAX:	TEL:
		FAX:

9. FOR INFORMATION CALL:	A. NAME LINDA N OSHIRO	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 808-438-8572
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

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

Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Construction and Services for Medical Facilities, Honolulu Engineer District (HED) Area of Responsibility (AOR)

11. The Contractor shall begin performance within * calendar days and complete it within * calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See *See Each Individual) Task Order

12 A. 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 14
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 10 March 2003 (date). If this is a sealed bid solicitation, offers must 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 is, is not required.

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 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE

FACILITY CODE

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 _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT 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

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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, requisitions 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 or incorporated by reference in or attached to this contract.

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 consummates 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 or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

TABLE OF CONTENTS
SECTION 00100

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 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 & DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
52.215-1 I	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001) ALTERNATE I (OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)
52.216-1	TYPE OF CONTRACT (APR 1984)
52.217-5	EVALUATION OF OPTIONS (JUL 1990)
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS (OCT 2000)
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT (MAY 2002)
52.233-2	SERVICE OF PROTEST (AUG 1996)
52.236-27	SITE VISIT (CONSTRUCTION) (FEB 1995)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)
S-36.33	NOTIFICATION TO OFFERORS - ACCESS TO ARMY INSTALLATIONS (APR 2001)
S-36.2	MAGNITUDE OF THE PROPOSED PROJECT
S-19.3	SMALL DISADVANTAGED BUSINESS GOALS FOR SUBCONTRACTING PLANS
S-1	POTENTIAL FOR ASBESTOS ABATEMENT (NOV 1998)

SECTION 00100 Instructions, Conditions, and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

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)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

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

Any contract awarded as a result of this solicitation will be DX rated order; 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)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)--ALTERNATE I (OCT 1997)

(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 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 revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, 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 after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(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)

52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(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)

52.217-5 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)

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

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:

Goals for minority participation for each trade	Goals for female participation for each trade
---	---

69.1%

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 **State of Hawaii**.

52.225-12 -- NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (MAY 2002)

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy

American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

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:

U.S. Army Engineer District, Honolulu
Corps of Engineers, Bldg 230
ATTN: Directorate of Contracting, CEPOH-CT
Fort Shafter, HI 96858-5440

(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) Site visits may be arranged during normal duty hours by contacting:

Name: **Olson Okada**

Address: **U.S. Army Corps of Engineers, Honolulu Engineer District**

Telephone: **808-438-9440**

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)

S-36.33 NOTIFICATION TO OFFERORS – ACCESS TO ARMY INSTALLATIONS.

All vehicle operators must be prepared to provide a valid driver's license, vehicle registration, certificate of insurance and current safety inspection to the security guard prior to entry to the Installation. Offerors should anticipate a delay in entering the Installation and allow sufficient time when attending a site visit or pre-proposal conference or hand delivering an offer.

S-36.2 MAGNITUDE OF THE PROPOSED PROJECT [FAR 36.204]

(a) Physical Characteristics:

Provide rapid response to maintenance, major repair and minor construction situations relating, but not limited to, the civil, architectural, mechanical, plumbing, structural, electrical, HVAC, instrumentation, security and safety of medical facilities, primarily MEDCOM, and other Government facilities.

(b) Estimated Price Range: The estimated price range of this work is:

More than \$10,000,000.00

[End of Statement]

S-19.3 SMALL DISADVANTAGED BUSINESS GOAL FOR SMALL BUSINESS
SUBCONTRACTING PLAN

When a small business subcontracting plan is required by FAR clause entitled, "SMALL BUSINESS SUBCONTRACTING PLAN", the minimum goal that will be accepted for subcontracting with Small Disadvantaged Business is five percent (5%).

[End of Statement]

S-1 POTENTIAL FOR ASBESTOS ABATEMENT (NOV 1998)

The Government is uncertain as to the presence of asbestos in the building(s) or structure(s) to be worked on by the Contractor. If asbestos is discovered during the work, it will be handled in accordance with statement entitled, "PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK", found in Section 00800 of this solicitation.

[End of Statement]

SAMPLE

SMALL BUSINESS SUBCONTRACTING PLAN

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____

DUNS NO.: _____

SOLICITATION OR CONTRACT NUMBER: _____

DESCRIPTION: _____

1. The information herein provided, together with any attachments and subsequent amendments, is submitted as a subcontracting plan to satisfy the applicable requirements of P.L. 99-661 Section 1207, P.L. 100-180 Section 806, and FAR 52.219-9 (Jan 1991).

2. The following percentage goals, expressed in terms of a percentage of total planned subcontracting dollars, are applicable to the contract cited above or to the contract awarded under the solicitation cited above.

a. The total estimated percentage of all planned subcontracting to all types of business concerns under this contract is *Insert whole dollars & percentage*.

b. Small Business Concerns: *Insert whole dollars & percentage* of total planned subcontracting dollars under this contract is estimated to go to small business concerns.

c. Small Disadvantaged Business Concerns: *Insert whole dollars & percentage* of total planned subcontracting dollars under this contract is estimated to go to small disadvantaged business concerns.

d. Women-Owned Small Business Concerns: *Insert whole dollars & percentage* of total planned subcontracting dollars under this contract is estimated to go to women-owned small business concerns.

e. HUBZone Small Business Concerns: *Insert whole dollars & percentage* of total planned subcontracting dollars under this contract is estimated to go to HUBZone small business concerns.

f. Veteran-Owned Small Business Concerns: *Insert whole dollars & percentage* of total planned subcontracting dollars under this contract is estimated to go to veteran-owned small business concerns.

g. Service Disabled Veteran-Owned Small Business Concerns: *Insert whole dollars & percentage of total planned subcontracting dollars under this contract is estimated to go to service disabled veteran-owned small business concerns.*

3. Option Years: *(State the goals for the option years. If the same percentages will be used, state, "Same percentages as noted above will be used for each option year." If there are no option years, leave this portion out of your plan.)*

4. The following principle types of supplies and services are anticipated to be subcontracted under this contract to small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service disabled veteran owned small business concerns:

Provide listing of subcontractors, their business size, and amount to be subcontracted. For example:

<i>Contractor</i>	<i>Size</i>	<i>Type of Work</i>	<i>\$ or %</i>
<i>S&S Sampling</i>	<i>SB</i>	<i>Soil drilling</i>	<i>\$5,000</i>
<i>ABC Testing</i>	<i>SDB</i>	<i>Material testing</i>	<i>\$15,000</i>
<i>XYZ Consultants</i>	<i>WOSB</i>	<i>Civil engineering</i>	<i>\$7,500</i>
<i>John Doe Surveying</i>	<i>HUBZone SB</i>	<i>Survey</i>	<i>\$15,000</i>
<i>Acme Plumbing</i>	<i>SDB</i>	<i>Plumbing</i>	<i>\$8,225</i>
<i>Ace Equipment Rental</i>	<i>SB</i>	<i>Equipment rental</i>	<i>\$20,000</i>
<i>Bob's Warehouse</i>	<i>VOSB</i>	<i>Electrical supplies</i>	<i>\$15,000</i>

5. The method used to develop the subcontracting goals in paragraph 2 above involved... *Provide statement that describes how goals were developed, e.g., "Identified firms that are capable of performing the services required in the disciplines indicated above and past experience in similar contracts."*

6. The method used to identify potential sources for solicitation purposes involve: *List sources of potential subcontractors. For example: SBA's PRO-Net database, Corps of Engineers' vendor listing, General Contractors' Association, past experience and/or familiarity with specific subcontractors, etc.*

7. Within the goals specified in paragraph 2 above, indirect costs are or are not included. *(A statement as to whether or not you included indirect costs in establishing subcontracting goals, and if they are, a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small, (ii) small disadvantaged and (iii) women-owned business concerns).*

8. The following individual will administer the subcontracting program:

Name: _____ Title: _____

Address: _____

Telephone: () _____

FAX: () _____

The duties of the above named person(s) involve:

a. Developing and maintaining subcontractor and supplier lists of small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns.

b. Ensuring small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone, and veteran-owned small business concerns are considered for assignments in which they are capable of performing.

c. Monitoring the progress toward proposed subcontracting goals.

d. Preparing and submitting periodic subcontracting reports to include the Standard Form (SF) 295 Summary Subcontract Report and the SF 294 Subcontracting Report for Individual Contracts.

e. Notifying the Contracting Officer of any deviation from this subcontracting plan.

9. The following outreach efforts will be taken to assure small business concerns and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:

Provide description of your outreach efforts. For example:

a. Sources will be identified from the Small Business Administration's PRO-Net database.

b. Sources will be requested from business development organizations such as the Chamber of Commerce and Regional Minority Development Councils.

c. Participation in small business trade fairs.

10. The offeror agrees that the clause in this contract entitled "*Utilization of Small Business Concerns*" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 for supplies or services or greater than \$1,000,000 for construction will be required to adopt and comply with a subcontracting plan similar to this one. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies or services involved, the availability of potential small business, small disadvantaged business, veteran-owned small business and women-owned small business subcontractors, and prior experience.

11. The offeror agrees to:

a. Cooperate in any studies or surveys as may be required.

b. Submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan.

c. Submit on a semiannual basis, Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and the administering contracting office.

d. Ensure that its subcontractors agree to submit SF 294 and SF 295, if applicable.

12. The offeror agrees to maintain the following types of records to demonstrate compliance with this subcontracting plan:

a. Small business, small disadvantaged business, women-owned small business, HUBZone small business, and veteran owned small business concerns source lists, guides, and other data lists.

b. Organizations contacted for small, small disadvantaged, women-owned small business, HUBZone small business, and veteran owned small business sources.

c. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000, indicating: (1) whether small business concerns were solicited and if not, why not, (2) whether small disadvantaged business concerns were solicited and if not, why not, and (3) if applicable, the reason award was not made to a small business concern.

d. Records to support other outreach efforts: contacts with business development organizations, chamber of commerce, and participation in business trade fairs.

13. *Provide a narrative on past performance of meeting/not meeting or exceeding your subcontracting goals.*

14. *Provide a statement on how you will foster Historical Black Colleges /Universities and Minority Institutions and that you will give them equitable opportunity to compete on any of the subcontracting disciplines that may be applicable to Colleges, Universities, or Minority Institutions.*

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Typed Name: _____

Signed: _____ Date Approved: _____
Deputy for Small Business

Typed Name: _____

Signed: _____ Date Approved: _____
Procurement Center Representative
Small Business Administration

Plan Approved by: _____
Contracting Officer

Date Approved: _____

GENERAL DECISION **HI020001** 01/24/2003 HI1

Date: January 24, 2003

General Decision Number **HI020001**

Superseded General Decision No. HI010001

State: Hawaii

Construction Type:

- BUILDING
- DREDGING
- HEAVY
- HIGHWAY
- RESIDENTIAL

County(ies):

STATEWIDE

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS
 (consisting of single family homes and apartments up to and
 including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS
 AND DREDGING

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	04/19/2002
3	05/03/2002
4	07/05/2002
5	08/02/2002
6	08/16/2002
7	09/06/2002
8	09/27/2002
9	10/04/2002
10	11/08/2002
11	11/15/2002
12	11/22/2002
13	01/03/2003
14	01/10/2003
15	01/24/2003

COUNTY(ies):

STATEWIDE

ASBE0132A 08/30/1998

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.	26.50	14.89

BOIL0204A 10/01/1998

Rates	Fringes
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BOILERMAKERS	26.25	13.76
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BRHI0001A 09/02/2002		
	Rates	Fringes
BRICKLAYERS; Caulkers; Cement Block Layers; Cleaners; Pointers; and Stonemasons	25.92	16.72

BRHI0001B 09/02/2002		
	Rates	Fringes
TERRAZZO WORKERS:		
Terrazzo Workers	26.17	16.72
Terrazzo Base Grinders	24.36	16.72
Terrazzo Floor Grinders and Tenders	22.81	16.72

BRHI0001C 09/03/2001		
	Rates	Fringes
MARBLE MASONS	25.77	15.76

BRHI0001D 09/03/2001		
	Rates	Fringes
TILE LAYERS (CERAMIC)	25.77	15.76
TILE LAYER FINISHERS (CERAMIC)	22.41	15.76

CARP0745A 03/04/2002		
	Rates	Fringes
CARPENTERS:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers; and Transit and/or Layout Man	30.90	15.45
Millwrights and Machine Erectors	31.15	15.45
Power Saw Operators (2 H.P. and over)	31.05	15.45

CARP0745B 03/04/2002		
	Rates	Fringes
DRYWALL HANGERS	31.15	15.42
LATHERS	31.15	15.42

ELEC1186A 08/18/2002		
	Rates	Fringes
ELECTRICIANS:		
Electricians	31.70	6.54+30.6%
Technicians	32.65	6.54+30.6%
Cable Splicers	34.87	6.54+30.6%

ELEC1186B 08/18/2002		
	Rates	Fringes
LINE CONSTRUCTION:		

Linemen	31.70	6.54+30.6%
Technicians	32.65	6.54+30.6%
Heavy Equipment Operators	28.53	6.54+30.6%
Cable Splicers	34.87	6.54+30.6%
Groundmen; Truck Drivers	23.78	6.54+30.6%

ELEV0126A 10/04/1999

	Rates	Fringes
ELEVATOR MECHANICS	34.65	6.935+a+b

- a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

ENGI0003I 09/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Includes All Types of Paving):		

GROUP 1	28.59	16.53
GROUP 2	28.70	16.53
GROUP 3	28.87	16.53
GROUP 4	29.14	16.53
GROUP 5	29.45	16.53
GROUP 6	30.10	16.53
GROUP 7	30.42	16.53
GROUP 8	30.53	16.53
GROUP 9	30.64	16.53
GROUP 9A	30.87	16.53
GROUP 10	30.93	16.53
GROUP 10A	31.08	16.53
GROUP 11	31.25	16.53
GROUP 12	31.58	16.53
GROUP 12A	31.95	16.53

WAGE RATES FOR TUNNEL WORK:

GROUP 1	28.89	16.53
GROUP 2	29.00	16.53
GROUP 3	29.17	16.53
GROUP 4	29.44	16.53
GROUP 5	29.75	16.53
GROUP 6	30.40	16.53
GROUP 7	30.72	16.53
GROUP 8	30.83	16.53
GROUP 9	30.94	16.53
GROUP 9A	31.17	16.53
GROUP 10	31.23	16.53
GROUP 10A	31.38	16.53
GROUP 11	31.53	16.53
GROUP 12	31.89	16.53
GROUP 12A	32.25	16.53

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type);

Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., " struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over

35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

HELICOPTER WORK:

Pilot of Helicopter	32.76	16.53
Co-Pilot of Helicopter	32.59	16.53
Airborne Hoist Operator for Helicopter	32.45	16.53

DIVERS (AQUA LUNG) (SCUBA):

Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)	43.28	16.53
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)	52.65	16.53
Stand-by Diver (Aqua Lung) (Scuba)	33.90	16.53

DIVERS (OTHER THAN AQUA LUNG):

Diver (Other than Aqua Lung)	52.65	16.53
Stand-By Diver (Other than Aqua Lung)	33.90	16.53
Diver Tender (Other than Aqua Lung)	30.87	16.53

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180

feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003K 09/01/2002

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	28.87	16.53+a
GROUP 2	29.14	16.53+a
GROUP 3	29.45	16.53+a
GROUP 4	30.10	16.53+a
GROUP 5	30.42	16.53+a
GROUP 6	30.53	16.53+a

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 1: Utility, flatbed, or similar.
- GROUP 2: Dump, 8 yards, and under (water level); water truck, up to and including 2,000 gallons.
- GROUP 3: Tandem Dump, over 8 yards (water level); water truck (over 2,000 gallons).
- GROUP 4: Semi-trailer, rock cans, or semi-dump.
- GROUP 5: Slip-in or pup.
- GROUP 6: End dumps (unlicensed); tractor trailer (hauling equipment).

a. An employee who has completed 1 but less than 2 years service- 1 week's paid vacation; 2 but less than 10 years service - 2 weeks paid vacation; 10 but less than 15 years service - 3 weeks paid vacation; and 15 or more years service - 4 weeks paid vacation.

ENGI0003L 09/01/2002

	Rates	Fringes
DREDGING:		
CLAMSHELL OR DIPPER DREDGES:		
GROUP 1	31.59	16.53
GROUP 2	30.93	16.53
GROUP 3	30.53	16.53
GROUP 4	28.87	16.53

DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGES:

GROUP 1	31.23	16.53
GROUP 2	31.08	16.53
GROUP 3	30.93	16.53
GROUP 4	30.87	16.53

GROUP 5	30.53	16.53
GROUP 6	30.42	16.53
GROUP 7	28.87	16.53

DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge).
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICKS:

GROUP 1	31.59	16.53
GROUP 2	30.93	16.53
GROUP 3	30.53	16.53
GROUP 4	28.87	16.53

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

BOAT OPERATORS:

Master Boat Operator	31.23	16.53
Boat Operator	31.08	16.53
Boat Deckhand	28.87	16.53

IRON0625A 09/02/2002

	Rates	Fringes
IRONWORKERS	27.00+a	20.81

a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.

LABO0368A 09/03/2001

	Rates	Fringes
LABORERS:		
GROUP 1	22.85	11.20
GROUP 2	21.25	11.20
GROUP 3	23.85	11.20
GROUP 4	23.35	11.20
GROUP 5	22.35	11.20
GROUP 6	15.25	6.95
MASON TENDERS	23.10	11.20

LABORERS CLASSIFICATIONS

GROUP 1: Asbestos Removal Worker (EPA certified workers); Asphalt Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning, Welding, Signalling, Choke Setting, and Rigging in connection with Laborers' work (except demolition); Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Curer (impervious membrane and form oiler); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off; Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing, Concreting, and Asphalt; Curing of Concrete, mortar, and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Driller (Track, Diamond Core, and Wagon); Driller (Joydrill Model TWM-2A, Gardner Denver DH-143 and similar type drills); Driller (Mechanical) (not covered elsewhere) (including multiple unit); (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500BV, Furukawa HCR-C300, Tamrock Drilltech CHA800/DHH 850 Tamrock Commando) (similar and replacement equipment thereof); Drilling for blasting; Operation of all rock and concrete drills and Jack Hammers, including handling, carrying, laying out of hose; (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C), Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando) (similar and replacement equipment thereof); Drilling (Mechanical) on the site or along the right-of-way as well as access roads, reservoirs, including areas adjacent or pertinent to construction sites); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Fence and/or Guardrail Erector; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterpods, artificial lakes and reservoir, or heat welding for

sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of Gilsulate 500XR; Jackhammer Operator; Jacking of slip forms; All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry) (including mixer operator); Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting); Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Assessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage; Placing and setting of water mains, gas mains

and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Sandblaster (Nozzleman) handling, placing and operation of nozzle; Scaffold Erector; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks

(Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

GROUP 2: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Laborer; Asphalt Plant Laborer; Backfill work connected with the installation of Gilsulate 500XR; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Cemetary Laborers; Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and

all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller, Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector; Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction; General Laborer; Guniting Operator; Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and

signalling from truck, conveyance or stockpile; Material Yard Laborers; Parks and Sports arenas and all recreational center employees; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for

foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tagging and Signaling of all building materials into high-rise units; Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

GROUP 3: Licensed Powdermen.

GROUP 4: Gunnite Operator; High Scaler (working suspended), Pipelaying.

GROUP 5: Window Washer (Outside) (Working from bosun's chair and/or cable-suspended scaffold or work platform).

GROUP 6: Light Clean-Up.

LABO0368B 09/30/2002

	Rates	Fringes
LANDSCAPE AND IRRIGATION LABORERS:		
Group 1	17.66	5.47
Group 2	18.16	5.47
Group 3	14.51	5.47

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as

well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).

GROUP 2: Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders,

Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and

other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and pruning, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

LABO0368C 09/04/2000

	Rates	Fringes
UNDERGROUND LABORERS:		
GROUP 1	21.45	10.74
GROUP 2	22.95	10.74
GROUP 3	23.45	10.74
GROUP 4	24.45	10.74
GROUP 5	24.80	10.74
GROUP 6	25.05	10.74
GROUP 7	25.50	10.74

- GROUP 1: Watchmen; Change House Attendant
- GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen
- GROUP 3: Chucktenders and Cabetenders; Powderman (Prime House); Vibratorman, Pavement Breakers
- GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblater-Potman (combination work assignment interchangeable); Tugger
- GROUP 5: Shaft Work & Raise (below actual or excavated ground

level); Diamond Driller; Gunite or Shotcrete
Nozzleman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791A	07/01/2002		
		Rates	Fringes
PAINTERS:			
Brush		26.55	19.35
Sandblaster; Spray		27.05	19.35

PAIN1889A	01/01/2001		
		Rates	Fringes
GLAZIERS		23.07	17.30

PAIN1926B	02/25/2001		
		Rates	Fringes
SOFT FLOOR LAYERS		22.90	15.50

PAIN1944A	01/01/2003		
		Rates	Fringes
TAPERS		32.75	13.05

PLAS0630A	09/02/2002		
		Rates	Fringes
PLASTERERS		26.71	16.72

PLAS0630B	09/02/2002		
		Rates	Fringes
CEMENT MASONS:			
Cement Masons		25.87	16.72
Trowel Machine Operators		26.02	16.72

* PLUM0675A	01/05/2003		
		Rates	Fringes
PLUMBERS, PIPEFITTERS, STEAMFITTERS & SPRINKLER FITTERS		30.30	16.70

ROOF0221A	04/28/2002		
		Rates	Fringes
ROOFERS		28.10	12.83

SHEE0293A	09/01/2002		
		Rates	Fringes
SHEET METAL WORKERS		33.47	14.12

SUHI1001A	09/15/1997		
		Rates	Fringes
DRAPERY INSTALLERS		13.60	1.20

SUHI2001A 09/15/1997

	Rates	Fringes
FENCE ERECTORS (Chain Link)	9.33	1.65

RIGGERS; WELDERS - Receive rate prescribed for craft performing operation to which rigging or 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)(ii)).

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

TABLE OF CONTENTS
SECTION 00800

S-8	UTILITY OUTAGES
S-36.8	GROUND-FAULT CIRCUIT INTERRUPTERS
S-36.7	IDENTIFICATION OF EMPLOYEES
S-36.6	CERTIFICATES OF COMPLIANCE
S-36.5	TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
S-36.34	VEHICLE REGISTRATION
S-36.35	ORDERING PERIODS (OCT 2002)
S-36.36	MINIMUM/MAXIMUM VALUE (MULTIPLE-AWARD) (OCT 2002)
S-36.21	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
S-36.20	PERFORMANCE OF WORK BY THE CONTRACTOR - DEFINED (NOV 1998)
S-36.19	PROGRESS CHARTS
S-36.18	ACCIDENT PREVENTION PLAN (DEC 1998)
S-36.17	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (AUG 1999)
S-36.11	POSTERS AND NOTICES
S-28.11	PERFORMANCE AND PAYMENT BONDS FOR INDEFINITE QUANTITY CONTRACTS (NOV 2002)
S-28.7	REQUIRED INSURANCE (DEC 1993)
S-25	AWARD OF TASK ORDERS UNDER MULTIPLE AWARD CONTRACTS
S-23.1	EMERGENCY PLANNING COMMUNITY RIGHT TO KNOW ACT (EPCRA) EXTREMELY HAZARDOUS SUBSTANCES (EHS), CERCLA HAZARDOUS SUBSTANCES, AND OTHER OSHA HAZARDOUS CHEMICALS (MAY 2000)
S-19	SAFETY STANDARDS
S-19A	U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 (AUG 2002)
S-18	ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)
S-17	ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)
S-14	PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK
52.231-5000	EQUIPMENT OWNERSHIP - OPERATING EXPENSE SCHEDULE (MAR 1995) -

EFARS

52-249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

S-8 UTILITY OUTAGES

Utility outages shall be as hereinafter specified, unless otherwise indicated or specified. Interruptions to existing utilities shall be held to a minimum. Outages to facilitate connections to existing systems shall be scheduled to take place during periods of minimum demand. The Contractor shall submit a planned schedule of outages to the Contracting Officer for proper coordination with existing facilities, and shall notify the Contracting Officer in writing not less than (to be designated within each task order) in advance of the intended interruptions. Planned schedule of outages shall include specific dates, times, and anticipated duration of proposed outages. In the event the proposed outages interfere with station operations, the Contracting Officer will consider or offer alternate dates and/or times. Outages may be permitted during off-peak hours, hours of darkness, weekends, and holidays, at no additional cost to the Government. Work shall be planned to minimize outages. No utility outage will be permitted until the Contractor receives written approval from the Contracting Officer.

[End of Statement]

S-36.8 GROUND-FAULT CIRCUIT INTERRUPTERS

Ground-fault circuit interrupters for all 125-volt single phase 15- and 20-ampere receptacle outlets which are not part of the permanent wiring of the building or structure shall be provided by the Contractor in accordance with Section 305-6 of the 1999 National Electrical Code.

[End of Statement]

S-36.7 IDENTIFICATION OF EMPLOYEES

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

[End of Statement]

S-36.6 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in five (5) copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted

with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.

[End of Statement]

S-36.5 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

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

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

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON **01 DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	2	3	2	2	1	1	2	2	2	2	5

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). [ER 415-1-15, 31 Oct 89]

S-36.34 VEHICLE REGISTRATION

1. All vehicles operating on Army Installations must have a valid registration, valid certificate of insurance, current safety inspection and be operated by a licensed driver. Vehicle operators shall be prepared to present these documents when requested by the security guard.

2. Contractor vehicles utilized in performance of the contract shall be registered with the Installation Provost Marshal for entry into any Army Installation. This includes contractor employees' privately-owned vehicles (POVs) used to travel to and from the job site. Employees will be allowed to register only one vehicle. It shall be the sole responsibility of the contractor to register vehicles with the Provost Marshal.
3. Prior to contract performance, the contractor shall provide the Contracting Officer with a list of company-owned vehicles, employee POVs, and any subcontractor vehicles to be registered. The Contracting Officer will prepare a request for vehicle registration to the Provost Marshal. Upon receipt of the signed request the contractor shall report directly to the Provost Marshal for vehicle registration. Contractor employees must report in person for registration of their POVs. The following documents will be required to be presented to the Provost Marshal for vehicle registration:
 - a. Contracting Officer's request for vehicle registration.
 - b. Valid Vehicle registration
 - c. Valid Certificate of Insurance
 - d. Current Safety Inspection
 - e. Valid driver's license
4. At any time contractor employees (or subcontractor employees) are operating contractor-owned vehicles on an Army Installation, they shall have in their possession a letter signed by a corporate officer authorizing the individual to drive the vehicle.
5. The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.
6. In the event the Provost Marshal issues extended passes for vehicles, lost passes shall be reported immediately, in writing, to the appropriate Provost Marshal Office, in order to obtain new passes. Notification shall include all circumstances surrounding the loss of the original passes. All vehicle passes issued shall be returned to the Provost Marshal upon completion of the contract, termination of an employee or discontinued use of the registered vehicles.
7. Failure to follow the procedures outlined above may result in delays in entering Army Installations. The Government is not responsible for any adverse impact on the contractor or its operation as a result of delays due to the failure to register vehicles.

S-36.35 ORDERING PERIODS (OCT 2002)

Any contract awarded as a result of this solicitation will consist of a Base Ordering Period and Three (3) Optional Ordering Periods. The Base Ordering Period shall begin on the effective date of the contract and shall extend for a period of one year. The exercising of any Optional Ordering Period shall revise and extend the current contract duration by an additional year. The Contracting Officer reserves the right to exercise an optional ordering period at any time during the currently established contract duration.

S-36.36 MINIMUM/MAXIMUM VALUE (MULTIPLE AWARD) (OCT 2002)

a. The maximum dollar value that the Government will order under all of the contracts awarded will be \$24,000,000.00. There is no maximum amount per base or option period. If the Government's requirements for services do not result in orders (under all of the contracts awarded) totaling the "maximum" amount, that event shall not constitute basis for an equitable adjustment under any contract.

b. The guaranteed minimum quantity in value of work which will be required under this contract, and which will be initiated by one or more task orders, shall be calculated based on the average amount per period [i.e. maximum dollar value of the contract divided by the number of periods (base period plus all option periods)] divided by the number of contracts.

The guaranteed minimum quantity for the base period of this contract is 2% of the average amount per period divided by the number of contracts. For each period thereafter, the minimum guaranteed amount would be 1% of the average amount per period.

S-36.21 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

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

(c) Schedule of utilities available from the Government without charge: Water and Electricity.

[End of Statement]

S-36.20 PERFORMANCE OF WORK BY THE CONTRACTOR - DEFINED (NOV 1998)

(a) "Work," means physical work activities, involving any of the trades required to directly place the construction required by the contract. It also includes physical activities that directly support the work, such as: (1) warehousing; (2) maintenance of equipment; (3) procurement and transportation of supplies or construction materials to the site for use by the contractor; (4) procuring, transporting and providing equipment for use by the contractor; (5) logistical activities that directly support the contractor's employees; and (6) similar activities. The meaning of the term does not include: (1) physical work performed by subcontractors; (2) procurement and transportation of supplies or construction materials to the site for use by subcontractors; (3) procuring, transporting and providing equipment for use by subcontractors; logistical activities undertaken by subcontractors for the benefit of contractor or subcontractor employees; (4) superintendence, quality control, clerical or similar activities; or (5) other activities of a similar nature.

Work will be quantified in terms of its monetary cost to the contractor, and will be compared to the total direct costs that the contractor incurs in performing the contract.

(b) "On the site" means the area within the construction limits depicted or described in the contract drawings or specifications. Activities such as transportation, maintenance and logistics that take place outside of the construction limits depicted or described are still "on the site," if in direct support of activities within the construction limits.

(c) "The contractor's own organization" means those individuals who are employed and paid by the contractor, whether full or part time. If a joint venture or partnership, members (and their paid

employees) of the joint venture or partners are considered part of "the contractor's own organization." If a corporation, wholly-owned subsidiary elements of the corporation and their paid employees, are considered part of "the contractor's own organization." Any individual who is employed or paid, even on an occasional basis by an entity other than the contractor (such as a subcontractor), or any subcontractor or supplier to the contractor, is not considered part of "the contractor's own organization."

[End of Statement]

S-36.19 PROGRESS CHARTS

If the Government revises the work to be accomplished by issuing a Notice to Proceed with a change to the contract which would affect the order of work or duration of time for completing the work, the progress chart prepared by the Contractor pursuant to the Contract Clause entitled 'SCHEDULE FOR CONSTRUCTION CONTRACTS' shall be revised promptly by the Contractor by adding to, deleting, or rescheduling the affected features to indicate the Contractor's current plans for completing the work as revised. The cost for this revision of the schedule is a part of the cost of the change. Revisions to the progress charts shall be made no later than the next regular progress updating following notice to proceed with the change, whether or not the formal modification to the contract has been issued. If the Contractor fails or refuses to incorporate the changed work in the progress chart, the Contracting Officer may furnish revisions which the Contractor shall include and use in the progress chart until the modification is settled or until actual dates supersede the estimated data. If the Contractor objects to the changes furnished by the Contracting Officer, it shall submit such objections in writing along with a counterplan within 20 days after the date suggested revisions were furnished by the Contracting Officer. Failure to submit objections and counterplan within the 20 days will be deemed to indicate the Contractor's concurrence in the Contracting Officer's suggested revisions. The schedule into which these revisions have been incorporated shall become the current schedule for continued evaluation of progress and the document which will be used to evaluate impact on the Contractor's work for time extensions.

[End of Statement]

S-36.18 ACCIDENT PREVENTION PLAN (DEC 1998)

Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the preconstruction conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall consist of the following forms and documents:

- (a) An executed POD Form 248-R Rev (1 Jun 98), Accident Prevention Program, Administrative Plan.
- (b) An executed POD Form 184-R Rev (16 Oct 98), Activity Hazard Analysis. (At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase.)
- (c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his authorized representative. In developing and implementing its Accident Prevention Program, the Contractor is also responsible for reviewing Section 1 of the most current edition (Sep 1996) of US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual 385-1-1. [See paragraph entitled, SAFETY STANDARDS, in Section 00800]

[End of Statement]

S-36.17 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (AUG 1999)

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of Special Contract Requirements statement, entitled "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE," of this solicitation. EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol10\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol10)/toc.htm) for State of Hawaii (Region 10) and at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol12\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol12)/toc.htm) for Kwajalein Island, Roi-Namur Island, and Meck Island (Area 12), including Guam, American Samoa, and Johnston Island). [FAR 31.105(d)(2)(i) and EFARS 31.105(d)(2)(i)(b)].

[End of Statement]

S-36.11 POSTERS AND NOTICES

Wage Rate, Equal Employment Opportunity, and Nondiscrimination in Employment Posters and Notices will be provided to the Contractor by the Contracting Officer. The Contractor shall mount these posters and notices, together with the wage determination decision, under weatherproof, transparent, protective covering, in one or more conspicuous places, as approved, and readily available to employees.

[End of Statement]

S-28.11 PERFORMANCE AND PAYMENT BONDS FOR INDEFINITE QUANTITY CONTRACTS (NOV 2002)

Within fourteen (14) calendar days after the date of contract award, the contractor to whom award is made shall furnish the Government with two bonds, namely, a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25-A), each with good and sufficient surety or sureties acceptable to the Government.

Within ten (10) calendar days following award of a task order, the contractor shall furnish the Government a Consent of Surety and Increase of Penalty to increase the amount of their existing bond. The amount shall be 100% of the individual task order award price. Any bonds furnished will be furnished by the Contractor to the Government prior to issuance of a Notice to Proceed by the Government.

[End of Statement]

S-28.7 REQUIRED INSURANCE (Dec 1993)

(The following is applicable when work is performed on a government installation.)

The minimum insurance requirements, pursuant to Section 00700, Contract Clause, "INSURANCE - - WORK ON A GOVERNMENT INSTALLATION" of this contract, are:

Workers' Compensation and Employer's Liability Insurance - Minimum coverage of \$100,000.

Comprehensive General Liability Insurance - Minimum coverage of \$500,000 per occurrence.

Automobile Liability Insurance

(1) Bodily Injury: Minimum coverage of \$200,000 per person and \$500,000 per occurrence.

(2) Property Damage: Minimum coverage of \$20,000 per occurrence.

The Contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation. The Certificate Holder for Subcontractors' Certificates of Insurance shall be the U.S. Army Engineer District, Honolulu, Fort Shafter, Hawaii 96858-5440. [FAR 28.306 and 28.307-2]

[End of Statement]

S-25 AWARD OF TASK ORDERS UNDER MULTIPLE AWARD CONTRACTS

a. More than one contract is being awarded for the same construction/services required under this contract. Each Contractor shall be afforded a fair opportunity to be considered for each task order in excess of \$2,500 unless one of the conditions in paragraph c. below applies.

b. The Government reserves the right to issue additional solicitations and award additional contracts within the region covered by this contract. In this event, new indefinite delivery indefinite quantity contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

c. The Government will provide all awardees a fair opportunity for consideration. In accordance with FAR 16.505(b), the Government will consider one or more of the following factors when determining which Contractor will be awarded the task order - the importance of these factors will vary depending upon the services to be performed

- (1) Past performance on earlier tasks under the multiple award contract;
- (2) Quality of deliverables;
- (3) Cost control;
- (4) Price;
- (5) Cost, or
- (6) Other factors that the contracting officer believes are relevant.

d. In accordance with FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple delivery order contracts or multiple task order contracts if the Contracting Officer determines that -

- (1) The agency need for such supplies or services is such urgency that providing such opportunity would result in unacceptable delays;

(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

e. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the U.S. Army Corps of Engineers (USACE) Ombudsman at the following address:

Headquarters
 U.S. Army Corps of Engineers
 ATTN: CEPR-P (USACE Ombudsman)
 441 G Street, N.W.
 Room 3A14
 Washington, D.C. 20314-1000

The Ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for task order.

[End of Statement]

S-23.1 EMERGENCY PLANNING COMMUNITY RIGHT TO KNOW ACT (EPCRA)
 EXTREMELY HAZARDOUS SUBSTANCES (EHS), CERCLA HAZARDOUS SUBSTANCES,
 AND OTHER OSHA HAZARDOUS CHEMICALS (MAY 2000)

This applies to any contractor utilizing EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals in performance of any work while on any US Army Garrison, Hawaii (USAG-HI) installations. The EPCRA EHS are defined in EPA document EPA 550-B-98-017, Title III List of List, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right to Know Act and Section 112(r) of the Clean Air Act Amended. Contractors are responsible for knowing which chemicals they may use or transport are contained on the list. For convenience, contractors may review a copy of the EPA document at the Directorate of Public Works (DPW) Environmental Department. To obtain a copy of the list, the document is also available at the U.S. Environmental Protection Agency (EPA) Web address <http://www.epa.gov/ceppo/p-gen.htm>. For contractors' information, the locations of these chemicals stored on USAG-HI installations are available upon request. To obtain the list of locations, forward request to the following E-mail address: takenakc@schofield-emh1.army.mil. Indicate name, company, contract awarded and description of contract. A data base of locations of chemicals will then be forwarded upon review and approval of request. Contractors working on USAG-HI installations are encouraged to review this database which will provide information where potentially hazardous chemicals are stored.

(1) Reporting. All spills of substances containing EPCRA EHS and CERCLA hazardous substances, and OSHA hazardous chemicals will be immediately reported to the Directorate of Public Works (DPW) Spill Response line at 656-1111 during normal working hours. After normal working hours or weekends/holidays, all spills will be reported to the DPW Work Order Desk at 656-1275. The Contracting Officer must be notified during the first business hour immediately after. All waste developed resulting from EPCRA EHS, CERCLA hazardous

substances, and other OSHA hazardous chemicals being utilized will be immediately reported to the DPW Environmental Office, phone: 656-2878 x 1022 (Mr. Akasaki).

(2) All Contractors Utilizing Substances Containing EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals will perform the following prior to contract start.

(a) Review the Installation Spill Contingency Plan, the Installation Hazardous Waste Management Plan and the 40-hour Environmental Compliance Officer Course manual available at the DPW Environmental Department or at the Directorate of Contracting. Upon review, the contractor or designated responsible employee shall sign a certification statement that they have reviewed and understand the contents of these documents.

(b) Provide a list of all EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals projected to be utilized, the estimated quantities of each and the Material Safety Data Sheets to the DPW Environmental Department and also to building 6040 East Range for material bar-codes.

(c) Provide the name, phone number, and pager number of a company spill response point of contact. The point of contact must be trained in spill response.

(d) Provide a copy of an agreement with a hazardous materials spill response company in the event of a spill.

(e) Provide copies of training certificates on environmental training and spill response training.

(f) Appoint a primary and alternate Environmental Compliance Officer in writing.

(g) Develop a notification procedure in the event of a spill to include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense.

(3) Annual Update. On an annual basis, but not later than 1 February of each year, provide DPW Environmental Department an updated list as referenced in (2)(b) above.

(4) Contractor Caused Spills or Waste Generated of Substances Containing EPCRA EHS, CERCLA Hazardous Substances, and OSHA Hazardous Chemicals.

(a) All spills caused by the contractor will be cleaned up under supervision of the contractor and a qualified hazardous materials spill response company, at no cost to the government, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Department.

(b) Accomplish all spill notifications as required by the U.S. Environmental Protection Agency and State of Hawaii to the Hazard Evaluation Emergency Response Office, Local Emergency Response Commission and National Response Center.

(c) Pay for disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. Ensure all disposal is in accordance with all applicable laws and regulations at authorized disposal sites.

The successful offeror will be required to comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8 Division of Occupational Safety and Health, Part 2 General Industry Standards as well as with the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. [Title 29, CFR, Chap 18, Part 1910 (OSHA)]

[End of Statement]

S-19A U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 (AUG 2002)

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at the following web site:

http://www.hq.usace.army.mil/soh/hqusace_soh.htm

The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Per EM 385-1-1 (latest version) Contractors shall ensure timely accident reporting is strictly adhered to. PODR 265 will be completed within 24 hours of all accidents (excluding first aid injuries). ENG 3394 forms will be completed within 5 days of lost time accident and forwarded to the Contracting Officer or Contracting Officer Representative. All accidents will be reported through the Honolulu Engineer District Safety Office, (808) 438-1316 within 24 hours of the incident.

[End of Statement]

S-18 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)
(NOTE: Applicable when asbestos is presence and asbestos is identified in the specifications and/or drawings.)

(a) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(b) The Contractor is advised that friable and/or nonfriable asbestos containing material has been identified in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than 1 percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos containing materials do not release asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(c) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health

00800-12
(AM-0001)

Administration (OSHA) has set standards at 29 CFR 1910.1001, for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos containing materials which release airborne asbestos fibers at concentrations in excess of those established 29 CFR 1910.1001. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(d) When contract work activities are carried out in locations where the potential exists for exposure to airborne asbestos fibers as described in paragraph (b), or where asbestos waste will be generated, the Contractor shall assure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers (and prevention of contamination to property, materials, supplies, equipment and the internal and external environment) are effectively instituted.

(e) As a minimum, the Contractor shall comply with the provisions of 29 CFR 1910.1001 and 1926.55; 49 CFR 72.101, 172.200-204, 172.316, 173.1090; 40 CFR 61.140-156; and any state implementing hazardous waste under the Resources Conservation and Recovery Act (RCRA) requirements and any other applicable federal, state or local requirements.

(f) In addition to the information required in Contract Clause, ACCIDENT PREVENTION, of this contract, the Contractor's Accident Prevention Plan must also fully address the following topics, and at the Contractor's option may include additional information as applicable.

(1) Medical Surveillance: (29 CFR 1910.1001(J)).

(2) Employee training: Prior to beginning work in asbestos containing material area(s) (29 CFR 1910.1001 and 29 CFR 1910.134).

(3) Respiratory protection: (29 CFR 1910.1001 and 29 CFR 1910.134)

(4) Personal protective clothing and equipment: (29 CFR 1910.1001(d)). The use of compressed air to remove asbestos from workers' clothing is prohibited. The Contractor shall specify the type of change room, wash facilities and laundering facilities as applicable.

(5) Airborne asbestos monitoring: 29 CFR 1910.1001(f)). Specify the monitoring and analytical procedures to be used before, during, and after completion of contract work in areas where asbestos containing materials are located. All asbestos monitoring shall be conducted under the guidance of an industrial hygienist certified by the American Board of Industrial Hygiene. Samples shall be analyzed by an American Industrial Hygiene Association (AIHA) accredited laboratory proficient in the analysis of asbestos and asbestos containing materials. Turn around time from end of sampling period to review of results of analyses by Contractor shall be no longer than 72 hours.

(6) Housekeeping: (29 CFR 1910.1001(h)). Dry sweeping of contract work areas contaminated with asbestos containing material is prohibited. The Contractor shall specify methods and materials used to package asbestos containing waste and plan to control any incidental airborne release or spill of asbestos containing material.

(7) Methods of compliance: (29 CFR 1910.1001(c)). Contractor shall include procedures relating to engineering controls, local exhaust ventilation, particular tools to be used and work practices (1910.1001(c)). Specify methods, materials and equipment to be used to prevent asbestos contamination to property, materials, supplies, equipment and the internal and external environment during maintenance, renovation or other contract activities. Local Exhaust ventilation equipment including power operated tools equipped with local exhaust ventilation shall

conform with the Standard Fundamentals Governing the Design and Operation of Local Exhaust Systems ANSI Z9.2 latest revised edition. Describe the type of high-efficiency filtered (HEPA) vacuum cleaners that shall be used to vacuum asbestos containing materials. Describe methods and materials to be used to assure all asbestos containing material will be thoroughly wetted by use of a wetting agent and water before removal and that airborne asbestos dust will be kept to a minimum.

(8) Methods and materials to be used to decontaminate any property, materials, supplies, equipment and the environment if asbestos contamination results. (29 CFR 1910.1001(c)).

(9) Recordkeeping procedures. (29 CFR 1910.1001(i) and 1910.20).

(10) Specific description of packaging, marking and shipping conveyances to be used to transport asbestos containing waste from the generation point to a storage or disposal facility in compliance with Department of Transportation requirements. (49 CFR 172.101, 172.200-204, 176.316, 173.1090).

(11) Emergency procedures that would be taken if an accident of spill of asbestos containing material occurs during the transport of asbestos containing waste. (40 CFR 61.20-25).

(12) Methods and equipment used to off load and bury asbestos containing waste control airborne emissions at the burial site. (40 CFR 61.20-25).

(g) The Contractor shall complete and return to the Contracting Officer within 15 working days after the completion of all airborne asbestos monitoring conducted under this contract, a 'Summarization of Airborne Asbestos Sampling Results' form (ENG Form 4921-R, Jan 86) provided by the Government. NOTE: This completed summarization form is to be used by the US Army Corps of Engineers for statistical information purposes and does not relieve the Contractor from his recordkeeping requirements as described in 29 CFR 1910.1001(i) and 1910.20.

(h) An industrial hygiene asbestos survey was conducted in the contract work area(s) to identify the presence of asbestos containing materials as described in paragraph (b) above. The data collected is contained in the ASBESTOS SURVEY REPORT found at the end of this section.

(i) The industrial hygiene asbestos survey described in paragraph (h) may not have identified all asbestos containing materials in the contract work area(s). When contract work area(s) appear to have asbestos containing material not identified in the ASBESTOS SURVEY REPORT, the Contractor shall conduct an asbestos survey to identify such material(s) in a manner similar to that described in the ASBESTOS SURVEY REPORT.

[End of Statement]

S-17 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)
(NOTE: Applicable when the presence of asbestos is uncertain.)

The Government is uncertain on the presence of asbestos at the time of award. The following paragraphs only apply if asbestos is discovered during the performance of the work. Refer to paragraph entitled PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK in Section 00800 for procedural information upon discovery of asbestos.

(a) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons

00800-14
(AM-0001)

exposed to asbestos who smoke and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(b) The Contractor is advised that friable and/or nonfriable asbestos containing material has been identified in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than 1 percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos containing materials do not release asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(c) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001, for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos containing materials which release airborne asbestos fibers at concentrations in excess of those established 29 CFR 1910.1001. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(d) When contract work activities are carried out in locations where the potential exists for exposure to airborne asbestos fibers as described in paragraph (b), or where asbestos waste will be generated, the Contractor shall assure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers (and prevention of contamination to property, materials, supplies, equipment and the internal and external environment) are effectively instituted.

(e) As a minimum, the Contractor shall comply with the provisions of 29 CFR 1910.1001 and 1926.55; 49 CFR 72.101, 172.200-204, 172.316, 173.1090; 40 CFR 61.140-156; and any state implementing hazardous waste under the Resources Conservation and Recovery Act (RCRA) requirements and any other applicable federal, state or local requirements.

(f) In addition to the information required in Contract Clause, ACCIDENT PREVENTION, of this contract, the Contractor's Accident Prevention Plan must also fully address the following topics, and at the Contractor's option may include additional information as applicable.

(1) Medical Surveillance: (29 CFR 1910.1001(J)).

(2) Employee training: Prior to beginning work in asbestos containing material area(s) (29 CFR 1910.1001 and 29 CFR 1910.134).

(3) Respiratory protection: (29 CFR 1910.1001 and 29 CFR 1910.134)

(4) Personal protective clothing and equipment: (29 CFR 1910.1001(d)). The use of compressed air to remove asbestos from workers' clothing is prohibited. The Contractor shall specify the type of change room, wash facilities and laundering facilities as applicable.

(5) Airborne asbestos monitoring: 29 CFR 1910.1001(f)). Specify the monitoring and analytical procedures to be used before, during, and after completion of contract work in areas where asbestos containing materials are located. All asbestos monitoring shall be conducted under the guidance of an industrial hygienist certified by the American Board of Industrial Hygiene. Samples shall be analyzed by an American Industrial Hygiene Association (AIHA) accredited laboratory proficient in the analysis of asbestos and asbestos containing materials. Turn around

time from end of sampling period to review of results of analyses by Contractor shall be no longer than 72 hours.

(6) Housekeeping: (29 CFR 1910.1001(h)). Dry sweeping of contract work areas contaminated with asbestos containing material is prohibited. The Contractor shall specify methods and materials used to package asbestos containing waste and plan to control any incidental airborne release or spill of asbestos containing material.

(7) Methods of compliance: (29 CFR 1910.1001(c)). Contractor shall include procedures relating to engineering controls, local exhaust ventilation, particular tools to be used and work practices (1910.1001(c)). Specify methods, materials and equipment to be used to prevent asbestos contamination to property, materials, supplies, equipment and the internal and external environment during maintenance, renovation or other contract activities. Local Exhaust ventilation equipment including power operated tools equipped with local exhaust ventilation shall conform with the Standard Fundamentals Governing the Design and Operation of Local Exhaust Systems ANSI Z9.2 latest revised edition. Describe the type of high-efficiency filtered (HEPA) vacuum cleaners that shall be used to vacuum asbestos containing materials. Describe methods and materials to be used to assure all asbestos containing material will be thoroughly wetted by use of a wetting agent and water before removal and that airborne asbestos dust will be kept to a minimum.

(8) Methods and materials to be used to decontaminate any property, materials, supplies, equipment and the environment if asbestos contamination results. (29 CFR 1910.1001(c)).

(9) Recordkeeping procedures. (29 CFR 1910.1001(i) and 1910.20).

(10) Specific description of packaging, marking and shipping conveyances to be used to transport asbestos containing waste from the generation point to a storage or disposal facility in compliance with Department of Transportation requirements. (49 CFR 172.101, 172.200-204, 176,316, 173.1090).

(11) Emergency procedures that would be taken if an accident of spill of asbestos containing material occurs during the transport of asbestos containing waste. (40 CFR 61.20-25).

(12) Methods and equipment used to off load and bury asbestos containing waste control airborne emissions at the burial site. (40 CFR 61.20-25).

(g) The Contractor shall complete and return to the Contracting Officer within 15 working days after the completion of all airborne asbestos monitoring conducted under this contract, a 'Summarization of Airborne Asbestos Sampling Results' form (ENG Form 4921-R, Jan 86) provided by the Government. NOTE: This completed summarization form is to be used by the US Army Corps of Engineers for statistical information purposes and does not relieve the Contractor from his recordkeeping requirements as described in 29 CFR 1910.1001(i) and 1910.20.

[End of Statement]

S-14 PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK

As of the time this contract is awarded, the Government is uncertain as to presence of asbestos in the buildings or any other structures to be worked on by the Contractor. Upon discovering presence of asbestos in any part of the structures, the Contractor shall notify the Government thereof as soon as practicable. Upon becoming aware of presence of asbestos in any part of the structures through the contractor's notice or otherwise, the Government shall modify the contract

for asbestos abatement and make an equitable adjustment to the contract price as called under the contract clause entitled Changes.

[End of Statement]

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE.
EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) — EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

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

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

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

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS.

"Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate."

(End of Statement)

Section 00900
Miscellaneous Attachment
Questions and Answers

Q1. Would a project involving major repair and/or minor construction on a non-military medical facility be considered relevant experience? If not, what type of project would be considered relevant?

A1. Yes, major repair and/or minor construction on a non-military medical facility is considered relevant experience. Refer to Section 00120-4, paragraph 4.1.1, Relevant Experience.

Q2. In determining how to show our personnel meet or exceed the required qualifications for the key personnel as stated in Section 01000, we would like clarification on the general statement "...10 years of experience in managing and supervising Department of Defense construction projects similar in size and scope to this contract." Specifically, but not limited to what projects are considered similar in size and scope to this contract. The quoted statement appears in some form for each key personnel description.

A2. We would expect that the key personnel description be in the form of a narrative or resume showing the person's responsibilities or role on projects which would demonstrate his capabilities to perform the work. Relevant experience (i.e., projects in medical or similar facilities) which demonstrates a person's experience in similar settings would be beneficial.

Q3. Will the government award a contract to an offeror that has a "marginal" rating for one of the factors? And, will a "marginal" rating on any subfactor cause the entire factor to be rated "marginal"? For example, if we receive an "Outstanding" for subfactor A and a "Marginal" for subfactor B, will our overall rating be "Marginal"?

A3. To be answered on future amendments.

Q4. Paragraph 2.1.3 in Section 00120 of the RFP, did not specify the number of copies to be submitted. Please specify the number of copies required for Volume III, Subcontracting Plan (Large Business Concerns).

A4. One (1) copy is required.

Q5. Per paragraph 4.1.1 in Section 00120 of the RFP, the term "relevant experience" refers to "maintenance, major repair and minor construction of medical facilities, including hospitals, clinics, ancillary structures and related real property." Please clarify whether or not 1) housing facilities (i.e., single family homes) at Tripler Army Medical Center are considered "ancillary structures and related real property" and 2) work on housing facilities are included under this definition of "relevant experience."

A5. Work on family housing units located on the Tripler Army Medical Center installation as related to "maintenance, major repair and minor construction of medical facilities, including hospitals, clinics, ancillary structures and related real property" are not considered relevant experience.

Section 00900
Miscellaneous Attachment
Questions and Answers

Q6. What is the specific experience that the Corps wants a person to gain in the 2, 5 or 10 years of DoD work of similar scope and size?

A6. To be answered on future amendments.