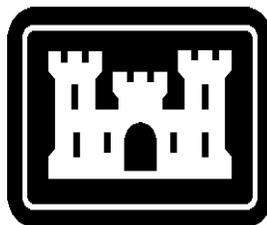


POOL 8  
MISSISSIPPI RIVER  
LA CROSSE COUNTY, WISCONSIN  
HOUSTON COUNTY, MINNESOTA

**SPECIFICATIONS  
FOR**

# **POOL 8 DRAWDOWN RECREATION ACCESS DREDGING**

DECEMBER 2000



**US Army Corps  
of Engineers**  
St. Paul District

SPECIFICATIONS

POOL 8  
MISSISSIPPI RIVER  
LA CROSSE COUNTY, WISCONSIN  
HOUSTON COUNTY, MINNESOTA

POOL 8 DRAWDOWN  
RECREATION ACCESS DREDGING

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<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DACW37-01-B-0002	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATE (RFP)	3. DATE ISSUED 22-Dec-2000	PAGE OF PAGES 1 OF 70	
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>						
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. W81G67-0290-3538		6. PROJECT NO. Pool 8 Dredging		
7. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET  ST PAUL, MN 55101-1638		CODE DACW37	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i>  <b>See Item 7</b>			CODE
9. FOR INFORMATION CALL:		A. NAME LISA P STENSRUD		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 651-290-5416		
<b>SOLICITATION</b>						
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>						
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> DACW37-01-B-0002 POOL 8 DRAWDOWN RECREATION ACCESS DREDGING  The US Army Corps of Engineers St Paul District will require the performance of dredging in pool 8 of the upper Mississippi River near La Crosse, WI. The dredging will consist of excavating small quantities of material (300 - 1200 cubic yards) from up to eight (8) locations for the purpose of providing recreational boat access. Two (2) of the sites will require the use of mechanical dredging equipment, while the remaining six (6) sites could be dredged using mechanical or small hydraulic dredging equipment. Placement sites have been identified. The requirement will include a basic item purchase of the dredging of two (2) of the sites plus performance/payment bonds (CLINS 0001 and 0008). The remaining six (6) sites will be option items. All dredging (including option items) will have to be completed by May 31, 2001.  This procurement is to be set aside 100% for small business and solicited utilizing sealed bid procedures. The applicable NAICS code is 234990 with a small business size standard of \$17.0 million. The estimated magnitude of construction in terms of physical characteristics and estimated price range, including option items, is between \$100,000 and \$250,000.						
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it by May 31, 2001 after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section 00800 _____.)						
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10		
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>14:00:00</u> (hour) local time <u>1/23/01</u> (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 <input checked="" type="checkbox"/> is, <input type="checkbox"/> 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 <u>60</u> 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:

**SEE SCHEDULE**

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

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

SECTION 00010 Solicitation Contract Form

**BASIC CONTRACT ITEM:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RECREATION ACCESS DREDGING- FRENCH SLOUGH #1 & #2 FFP - THIS BID ITEM INCLUDES THE COST OF MOBILIZING TO AND DEMOBILIZING FROM THESE DREDGING SITES.	1.00	Lump Sum		

**OPTION CONTRACT ITEMS:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	RECREATION ACCESS DREDGING- WEST CHANNEL #3 & #6 FFP - THIS BID ITEM INCLUDES THE COST OF MOBILIZING TO AND DEMOBILIZING FROM THESE DREDGING SITES.	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MOB/DEMOB TO BLUFF SLOUGH AND GOOSE ISLAND AREA FFP - ONLY MOBILIZATION AND DEMOBILIZATION COSTS TO BE INCLUDED IN THIS BID ITEM. NO DREDGING COSTS SHALL BE INCLUDED IN THIS CLIN. THIS OPTION ITEM WILL BE EXERCISED IF ANY OF THE OPTIONS TO BLUFF SLOUGH SITE 3, BLUFF SLOUGH SITE 4 AND/OR GOOSE ISLAND SITE 1 ARE EXERCISED. NOTE: THIS ITEM WILL ONLY BE EXERCISED ONE TIME AND ENCOMPASSES ALL MOB/DEMOB FOR THE BLUFF SLOUGH AND GOOSE ISLAND SITES.	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	RECREATION ACCESS DREDGING-BLUFF SLOUGH SITE 3 FFP - DO NOT INCLUDE MOBILIZATION AND DEMOBILIZATION COSTS IN THIS LINE ITEM. OPTION ITEM 0003 WILL BE EXERCISED IF THIS LINE ITEM IS EXERCISED.	1.00	Lump Sum		

**OPTION CONTRACT ITEMS (CONT'D):**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1.00	Lump Sum		
	RECREATION ACCESS DREDGING-BLUFF SLOUGH SITE 4 FFP - DO NOT INCLUDE MOBILIZATION AND DEMOBILIZATION COSTS IN THIS LINE ITEM. OPTION ITEM 0003 WILL BE EXERCISED IF THIS LINE ITEM IS EXERCISED.				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1.00	Lump Sum		
	RECREATION ACCESS DREDGING-GOOSE ISLAND SITE 1 FFP - DO NOT INCLUDE MOBILIZATION AND DEMOBILIZATION COSTS IN THIS LINE ITEM. OPTION ITEM 0003 WILL BE EXERCISED IF THIS LINE ITEM IS EXERCISED.				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1.00	Lump Sum		
	RECREATION ACCESS DREDGING-HARBOR LIGHTS SITE 1 FFP - THIS BID ITEM INCLUDES THE COST OF MOBILIZING TO AND DEMOBILIZING FROM THIS DREDGING SITE.				
				_____.	_____.

**BASIC CONTRACT ITEM:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1.00	Lump Sum		
	PERFORMANCE AND PAYMENT BONDS FFP - FOR THE BASIC ITEM AND OPTIONAL ITEMS.				
				_____.	_____.

**TOTAL BASIC CONTRACT ITEMS** \$ \_\_\_\_\_  
(CLIN 0001 + CLIN 0008)

**TOTAL OPTION CONTRACT ITEMS** \$ \_\_\_\_\_  
(CLIN 0002 + CLIN 0003 + CLIN 0004 + CLIN 0005 + CLIN 0006 + CLIN 0007)

**TOTAL BASIC AND OPTION CONTRACT ITEMS** \$ \_\_\_\_\_

## SCHEDULE NOTES:

1. Facsimile of bids/proposals and facsimile of modifications thereto, will not be accepted.
2. For all Lump Sum (LS) quantities, the contractor bears the risk that the approximated quantities outlined in the specification, Section 02482, paragraphs 3.5.1 through 3.5.8 may be greater or less than indicated. No adjustment in contract price will be made. Furthermore, the depths outlined in contract drawing Plates 1 through 10 are approximate. The Government does not warrant that the current conditions at each site are the same.
3. The apparent low bidder will be requested to provide the following information as soon as possible after bid opening:
  - a. A Financial Statement, to include a balance sheet and income statement, and
  - b. A Bank Certification of Financial Capability (line of credit)

This information will be treated as confidential. The financial statements should not be over 60 days old. If over 60 days old, a certification should be attached stating that the financial condition of the firm is substantially the same or, if not the same, the changes that have taken place.

4. All extensions of unit prices shown will be subject to verification by the Government. In case of a discrepancy between unit price and the extension, the unit price will govern.
5. The Government may determine a bid is nonresponsive if the prices proposed are materially unbalanced between line items or subline items and the lack of balance is determined by the Contracting Officer to pose an unacceptable risk to the Government. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is reasonable doubt that the bid will result in the lowest overall cost to the Government, even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
6. The original bid/proposal and any modifications must be complete as to all the items on the schedule. Award will be made to that bidder whose bid is most advantageous to the Government, based on price and the price related factors included in the solicitation.
7. Item 0001 and item 0008 are the basic contract items for initial contract award. IF AN OPTION ITEM (ITEMS 0002 THROUGH 0007) IS EXERCISED, THE GOVERNMENT INTENDS TO EXERCISE IT AT THE TIME OF AWARD. All work (including exercised options) to be completed by May 31, 2001.
8. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawing, specifications, etc., must request it in writing in accordance with Section 00100, Contract Clause "Explanation to Prospective Bidders", NOT LATER THAN 10 DAYS PRIOR TO BID OPENING. Questions can be faxed to (651)290-5706, Attention Lisa Stensrud or e-mailed to [Lisa.P.Stensrud@mvp02.usace.army.mil](mailto:Lisa.P.Stensrud@mvp02.usace.army.mil) . Questions received after the deadline may not be answered prior to bid submittal.
9. Bidders attention is called to section 00700, Clause 252.204-7004 "Required Central Contractor Registration".
10. The addresses, phone numbers, and internet addresses (if available) for references cited in these specifications are listed in the Corps of Engineers Guide Specification (CEGS) 01090 SOURCES FOR REFERENCE PUBLICATIONS. CEGS 01090 is available on the TECHINFO page of the Corps of Engineers Huntsville District internet site <http://w2.hnd.usace.army.mil/> .
11. The official solicitation is available on CD-ROM and will be automatically mailed to all registered plan holders. HOWEVER, ANY FORTHCOMING MODIFICATIONS WILL ONLY BE AVAILABLE ON THE USACE ST. PAUL DISTRICT WORLD WIDE WEB SITE AT

<http://mvpwww.mvp.usace.army.mil/ebs/AdvertisedSolicitations.asp> . E-MAIL NOTIFICATIONS WILL BE SENT UPON ISSUANCE OF ANY AMENDMENTS TO ALL REGISTERED PLAN HOLDERS. DUE TO E-MAIL MESSAGE NOTIFICATIONS MAY NOT BE RELIABLE BASED ON SYSTEM CONSTRAINTS, IT IS RECOMMENDED THAT EACH REGISTERED PLAN HOLDER CHECK THE WEB SITE PERIODICALLY FOR UPDATES. A PAPER HARD COPY OF EACH AMENDMENT WILL NOT BE MAILED UNLESS SPECIFICALLY REQUESTED IN WRITING VIA E-MAIL AT [Lisa.P.Stensrud@mvp02.usace.army.mil](mailto:Lisa.P.Stensrud@mvp02.usace.army.mil) OR VIA FACSIMILE AT 651-290-5706 TO THE ATTENTION OF LISA STENSRUD.

12. Payment/performance bonds should cover 100% of the basic AND optional items total price. Furthermore, the bid bond should cover 20% of the basic AND optional items total price.

## SECTION 00100 Bidding Schedule/Instructions 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](mailto:globalinfo@dnb.com).

(End of provision)

## 52.209-4001 BIDDER'S QUALIFICATIONS (APR 1984) FAR 9.105-1

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

## 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

#### 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

#### 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

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

(End of provision)

#### 52.214-5 SUBMISSION OF BIDS (MAR 1997)

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

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

## 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, 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 bids; or

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

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

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

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids 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.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

## 52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

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

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is

not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

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

#### 52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

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

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

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

#### 52.214-4001 INQUIRIES - BID INFORMATION

(a) Inquiries:

Any questions regarding this solicitation should be directed to Lisa P. Stensrud, Contract Specialist, at telephone number (651) 290-5416 (collect calls not accepted). It is requested that all technical questions on the plans and specifications be submitted to the Contract Specialist by facsimile transmission to (651) 290-5706.

The Planholder's List and bid results can be found on the St. Paul District web site at <http://www.mvp.usace.army.mil> (click on "Contracting/Bidders Info", then "Electronic Bid Solicitations (EBS)").

(b) Bid Depository/Bid Opening Information:

Bids must be deposited prior to the date and time set for opening of bids. The bid depository is located in the Contracting Division, 6<sup>th</sup> Floor, of the St. Paul District, Corps of Engineers Centre, 190 Fifth Street East, St. Paul, Minnesota 55101-1638. A public bid opening will be held at the same location.

#### 52.214-4002 ALL OR NONE QUALIFICATIONS (APR 1984) FAR 14.404-5

A bidder/offeror must quote on all items in this solicitation to be eligible for award. The Government will award on a "All or None" basis. Evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

#### 52.214-5000 ARITHMETIC DISCREPANCIES -- EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;

(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) 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).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

#### 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program 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 the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program 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 or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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

Department of the Army  
St Paul District, Corps of Engineers  
Attn: Contracting Division  
190 5<sup>th</sup> Street East  
St Paul, MN 55101-1638

(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)

#### 52.236-4002 WORK PERFORMED BY THE CONTRACTOR

The successful bidder must furnish the Contracting Officer within 10 days after the award, the items of work which he will perform with his own forces, the percentage of the total work this represents, and the estimated cost thereof. (See Section 0700. Clause 52.219-14 Limitations on Subcontracting)

#### 52.236-4005 UNAVAILABILITY OF UTILITY SERVICES

The responsibility shall be upon the Contractor to provide and maintain at its expense, adequate utilities for its use for construction and domestic consumption, and to install and maintain necessary connections and lines for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance, temporary connections and lines installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

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

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

[www.arnet.gov/far](http://www.arnet.gov/far)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any FAR (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## SECTION 00600 Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract

award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

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

(2) The small business size standard is 17.0 Million.

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

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

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

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

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

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

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

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

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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

The offeror represents that --

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

## SECTION 00700 Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-17	Interest	JUN 1996
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984

52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

##### 52.202-4001 DEFINITIONS (MAY 1995) EFARS Part 2.101

"Chief of Contracting Office" means the Chief of the Contracting Division at a District, or the Director of Contracting at a Division, Center, Laboratory, or other support activity.

"Command" means each USACE Division, each USACE District, The U.S. Army Engineering and Support Center (HNC), Transatlantic Programs Center (TAC), Transatlantic Programs Center (Europe) (TAE), Topographic Engineer Center (TEC), Cold Regions Research and Engineering Laboratory (CRREL), Construction Engineering Research Laboratory (CERL), Humphreys Engineering Center Support Activity (HECSA), and Waterways experiment Station (WES).

"Commander" means the commanding officer of each USACE district and each USACE division, and the director or commander of HNC, TAC, TAE, ETL, CRREL, CERL, HECSA and WES.

"Head of Contracting Activity (HCA)" for USACE means the Chief of Engineers.

Centers. For determining contracting authority levels for this regulation, Centers (HNC, and TAC) will equate to a Division. As a subordinate unit to TAC, TAE's contracting authority will therefore equate to that of a district.

Level higher than the contracting officer. When a District or TAE chief of contracting is the contracting officer, a "level higher than the contracting officer" means the Division or Center Director of Contracting. When an operating Division, Center or Laboratory Director/Chief of Contracting is the contracting officer a "level higher than the contracting officer" means the PARC.

Local Cooperation Agreements (LCAs). See Project Cooperation Agreements.

Project Cooperation Agreements. Formerly referred to as Local Cooperation Agreements, these are agreements under 31 U.S.C. 6305 and 42 U.S.C. 1962d-5b. They are not contracts as defined by the FAR.

"USACE and HQUSACE" means the United States Army Corps of Engineers and its headquarters, respectively.

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

##### (a) Definition.

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

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

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

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
  - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.222-6 DAVIS-BACON ACT (FEB 1995)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not

less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the

wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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
Houston Cty, MN 0.6%	6.9%
LaCrosse Cty, WI 0.9%	

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 **Houston County Minnesota and La Crosse County Wisconsin**

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

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

Component means any article, material, or supply incorporated directly into construction materials.

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

Cost of components means--

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

Domestic construction material means--

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

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

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

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only

domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:  
none

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the

basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43

U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

## 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3 million, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

## 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

- (b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will

be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--
  - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
  - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the

contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be

made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

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

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

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

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

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

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

- (i) Name and address of the Contractor.
  - (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)
  - (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
  - (iv) Description of work or services performed.
  - (v) Delivery and payment terms (e.g., prompt payment discount terms).
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
  - (viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
  - (ix) Any other information or documentation required by the contract.
  - (x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
  - (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
  - (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date.

Adjustments will be made by the designated payment office for errors in calculating interest penalties.

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

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

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

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

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

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

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

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

- (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
  - (ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- (d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--
- (1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;
  - (2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and
  - (3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--
    - (i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and
    - (ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.
- (e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--
- (1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;
  - (2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;
  - (3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;
  - (4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--
    - (i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a

subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

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

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

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

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

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for

the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -
- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using -
- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

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

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

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

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

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

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

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

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

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

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

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

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

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

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

(1) at or near the work site, and

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

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be

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

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

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

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

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

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

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

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

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

## 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

## 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

#### 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to

proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer

shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the

Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

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

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

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

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

(i) acts of God or of the public enemy,

- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

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

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

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

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
- (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

- (1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
  - (i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
    - (a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
    - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
    - (C) Upholstered seats (whether for household, office, or other use); and
    - (D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

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

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

(b) The price breakdown --

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

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following listing of plates:

**Drawing No.**

- |         |          |
|---------|----------|
| Plate 1 | Plate 6  |
| Plate 2 | Plate 7  |
| Plate 3 | Plate 8  |
| Plate 4 | Plate 9  |
| Plate 5 | Plate 10 |

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

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

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

## SECTION 00800 Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4004 PARTNERING

The Government proposes to form a partnering relationship with the contractor. This partnering relationship will strive to facilitate communication and draw on the strengths of each organization in an effort to achieve a quality project, within budget, and on schedule. Participation will be totally voluntary. Partnering will not alter or supersede any provision of this contract nor will it provide either party with any additional contractual rights or obligations. Participation in partnering will not affect award of this contract. Any cost associated with this partnering will be agreed to by both parties and will be shared equally, with no change in contract price.

## 52.000-4008 SMALL BUSINESS SET ASIDE REQUIREMENTS FOR DREDGING (OCT 2000)

A. The terms 'dredging' and 'dredging equipment' are defined for the purposes of interpreting the Small Business Size Standard for Construction and Special Trades as found in the North American Industry Classification System (NAICS) Manual (available via the Internet at <http://www.census.gov/epcd/www/naics.html>), which best describes the principal natures of the product or service being acquired.

B. 'Dredging' is defined as the excavation of material from the bottom of the waterbody and its transportation to a designated disposal site by the use of 'dredging equipment'.

C. 'Dredging Equipment' is defined as follows:

(1) For purposes of hydraulic dredging, dredging equipment consists of the dredge, its attendant plant and the pipeline (including any intermediate pumping units) used to transport the dredged slurry to the disposal site or sites.

(2) For purposes of mechanical dredging, dredging equipment consists of a clamshell, dragline, backhoe, bucket ladder or other mechanical excavation equipment on a barge or other suitable floating plant and the barges and tenders used to transport the dredged spoil to shore.

(3) To comply with the Small Business requirement set forth at note (1) of Small Business Size Standard for Construction and Special Trades, the small business prime contractor must excavate 40% of the total yardage to be dredged AND transport 40% of the total yardage to be dredged with dredging equipment owned by the prime contractor or dredging equipment owned by another small dredging concern.

(END of CLAUSE)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 31 May 2001. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## 52.212-4003 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) ER 415-1-15

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

- 1) 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.
- 2) 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.

b. 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  
WORKDAYS BASED ON (5) DAY WORKWEEK.**

GEOGRAPHIC LOCATION -- Houston Cty, MN and LaCrosse Cty, WI

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	16	11	6	4	5	5	5	5	4	3	5	13

c. 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 workday. 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 b, 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 CLAUSES: DEFAULT (FIXED-PRICE CONSTRUCTION).

**52.217-4000 OPTION FOR ADDITIONAL WORK (Construction) (AUG 2000)**

The Government may require the Contractor to perform the work identified as optional item(s) (CLIN(s) 0002, 0003, 0004, 0005, 0006, 0007) at the price stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor at the time of initial award.

Exercise of the option shall be on the initial contract award document, citing this Section as the authority for exercising the option.

**52.222-4005 DAVIS-BACON WAGE DETERMINATION - CONFLICTING SCHEDULES  
MINNESOTA AND WISCONSIN**

Work under this contract will be performed in both Minnesota and Wisconsin. Wage determinations for both Minnesota and Wisconsin are included as attachments in Section 00830 of the specifications. Some work under this contract may require members of the contractor's work force to perform work in both states. The contractor shall segregate the work performed in each state and under each wage determination on its payrolls. In the event that it is impracticable to segregate an employee's work, or in the event of a conflict as to the place of performance of that work, the wage classification (and rate) resulting in the highest rate of pay/fringe benefits to that employee will apply.

**52.228-4022 REQUIREMENT FOR BID GUARANTEE (FAR 28.101-2)**

Each bidder shall submit with its bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government or other security as provided in the clause BID GUARANTEE in the form of twenty percent (20%) of the bid price or \$3,000,000 whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

52.231-5000 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 IV. 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)

52.232-4004 INVOICE PROCEDURES

In accordance with CONTRACT CLAUSE titled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the contractor shall submit invoices as follows:

- a. In order to qualify for a periodic payment, the Contractor must submit a proper invoice (request for payment) to the Contracting Officer's Representative (COR) and a determination must be made that supplies or services conform to the contract requirements. This determination will be made for the sole purpose of processing progress payments and will not constitute formal acceptance. The due date for making progress payments shall be as stated in the contract clause: PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS.
- b. The submitted request for payment must be accompanied with documentation adequate to substantiate the amount requested. Substantiation shall be consistent with the clauses in the solicitation titled Quantity Surveys, Purchase Orders, Invoices, etc. satisfactory to the COR.
- c. The Contractor must also include with the payment request a certification as described in the Clause "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS".

d. Payment requests will be reviewed for propriety by the COR. Defective invoices will be returned to the Contractor for resolution with defects identified. Along with the returned invoice, the COR may include, at its option, an ENG FORM 93-PAYMENT ESTIMATE reflecting the substantiated and uncontested payment amount. The Contractor will then be given the option of signing and returning the FORM 93 for payment along with the original invoice and certification or resubmitting a revised invoice and certification. To expedite payment, the Contractor may request in writing that the COR retain the defective invoice and immediately process the payment request at the amount determined to be acceptable to the Government.

#### 52.236-4 PHYSICAL DATA (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by soundings.
- (b) Weather conditions. Bidders should satisfy themselves before submitting bids as to hazards from weather conditions. Complete weather records and reports may be obtained from the local U.S. Weather Service.
- (c) Transportation facilities N/A.
- (d) NOT USED

#### 52.236-4014 PURCHASE ORDERS

Two legible copies of each purchase order issued by the Contractor or the Contractor's subcontractors for materials and equipment to be incorporated into the project, shall be furnished the Contracting Officer as soon as issued. Each purchase order shall (1) be clearly identified with applicable Department of Army contract number, (2) carry and identifying number, (3) be in sufficient detail to identify the material being purchased, and (4) indicate a definite delivery date. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased.

#### 52.236-4025 FLOATING PLANT EQUIPMENT (MAY 1999)

When mechanized equipment is operated on floating plant, the contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on and off-road), backhoes, trackhoes, and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps of engineers for review and acceptance prior to start of this feature of work.

#### 52.236-4061 OBSTRUCTION OF CHANNEL

The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the Provisions of Section 7 of the River and Harbor Act approved August 8, 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible. The Contractor shall consult with the appropriate Coast Guard office to determine whether a Notice to Mariners will need to be issued for construction-related activities that might interfere with navigation or be interfered with by such navigation. (Point of Contact: Marine Safety Detachment, St. Paul, Minnesota, 651-290-3991) If the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any

vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract whether in navigable waters or on shore.

52.236-4062 SIGNAL LIGHTS (JAN 1965)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulation of the Department of the Army and the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels or floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard instruction M16672.2B, navigation rules: International-Inland (COMDTINST) M16672.2B, or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR (Inland) as applicable.

52.236-4063 RADIO

The Contractor shall maintain a staff that is knowledgeable about radio communications to advise oncoming navigation of appropriate passing directions while the Contractor's floating plant is in the navigation channel. In particular, the Contractor shall monitor Marine Band Channel 13 for commercial navigation and Channel 16 for emergency communication.

52.239-4001 YEAR 2000 COMPLIANCE (FAR 39.106) (JUL 1998)

The contractor shall ensure that, with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

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 Clause)

SECTION 00830 - ATTACHMENTS

WAGE DECISION DETERMINATION

<u>Description</u>	<u>Page No.</u>
Applicable Wage Decision	00830-1

APPLICABLE WAGE DECISIONS

<u>General Decision No.</u>	<u>Construction Type</u>	<u>Page No.</u>
IL000019	Dredging	00830-2 Thru 00830-3
MN000061	Heavy Construction	00830-4 Thru 00830-32
WI000019	Heavy Construction	00830-33 Thru 00830-47

## APPLICABLE WAGE DECISION

### Purpose

The terms 'dredging' and 'dredging equipment' are defined for the purpose of providing the contractor with guidance as to which Davis-Bacon Act wage determination applies to various portions of the project work.

### Definitions

A. 'Dredging work' is defined as the excavation of material from the bottom of the waterbody and its transportation to a designated disposal site by the use of 'dredging equipment'.

B. Dredging equipment is defined as follows:

C. For purposes of hydraulic dredging, dredging equipment consists of the dredge, its attendant plant and the pipeline (including any intermediate pumping units) used to transport the dredged slurry to the disposal site or sites.

D. For purposes of mechanical dredging, dredging equipment consists of a clamshell, dragline, backhoe, bucket ladder or other mechanical excavation equipment on a barge or other suitable floating plant and the barges and tenders used to transport the dredged spoil to shore.

### Applicable Wage Decision

The Davis-Bacon Wage Decision entitled IL000019, Dredging, shall apply to all 'dredging work' as that term is defined above.

The Davis-Bacon Wage Decision entitled MN000061, Heavy, and WI000019, Heavy, shall apply to all contract work that is not 'dredging work' as that term is defined above.

Wage Decisions IL000019, MN000061 and WI000019 are incorporated into this solicitation.

General Decision Number IL000019 Superseded General Decision No. IL990019

State: Illinois

Construction Type:

DREDGING

Dredging Construction Projects: Dredging the following rivers and their tributaries, the Kasakaski River from the mouth to Fayetteville, Illinois; Illinois River; Minnesota River; Mississippi River and the Ohio River.

Modification Number	Publication Date
0	02/11/2000
1	03/17/2000
2	10/27/2000
3	12/01/2000

\* SUIL2002A 11/01/2000

	Rates	Fringes
AREA 1		
Within the geographical jurisdiction of the St. Louis District, Corps of Engineers:		
Levermen, Engineer, Mechanic and Boatman	21.18	9.50
Oiler	18.47	9.50
AREA 2		
Within the geographical jurisdiction of the Louisville District, Corps of Engineers:		
Levermen, Engineers, Mechanic and Boatman	21.07	9.50
Oiler	16.88	9.50
AREA 3		
Within the geographical jurisdiction of the Huntington District, Corps of Engineers:		
Levermen, Engineer, Mechanic, and Boatman	21.07	9.50
Oiler	16.88	9.50
AREA 4		
Within the geographical jurisdiction of the St. Paul, Rock Island, and Chicago Districts, Corps of Engineers:		
Levermen, Engineer, Mechanic, and Boatman	21.30	9.05
Oiler	18.07	9.05

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

\* an existing published wage determination

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number MN000061 Superseded General Decision No. MN990061

State: Minnesota  
 Construction Type:  
 HEAVY

SEWER AND WATER LINE  
 TREATMENT PLANT

County(ies):

ANOKA	HENNEPIN	SCOTT
BENTON	HOUSTON	SHERBURNE
CARVER	ISANTI	ST LOUIS
CHISAGO	OLMSTED	STEARNS
CLAY	POLK	WASHINGTON
DAKOTA	RAMSEY	WRIGHT

TREATMENT PLANTS, HEAVY, SEWER & WATER LINES

Modification Number	Publication Date
0	02/11/2000
1	02/25/2000
2	03/10/2000
3	04/07/2000
4	05/05/2000
5	05/19/2000
6	06/02/2000
7	06/16/2000
8	07/07/2000
9	07/28/2000
10	08/18/2000
11	09/01/2000
12	10/13/2000
13	12/01/2000

COUNTY(ies):

ANOKA	HENNEPIN	SCOTT
BENTON	HOUSTON	SHERBURNE
CARVER	ISANTI	ST LOUIS
CHISAGO	OLMSTED	STEARNS
CLAY	POLK	WASHINGTON
DAKOTA	RAMSEY	WRIGHT

ASBE0034G 06/01/2000

Rates Fringes

ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON,  
 ISANTI, OLSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON  
 & WRIGHT COUNTIES:

INSULATOR/ASBESTOS WORKERS (Includes  
 application of all insulating  
 materials, protective coverings,  
 coatings & finishings to all types  
 of mechanical systems) 27.52 10.13

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 ASBE0049G 06/01/2000

Rates Fringes

ST. LOUIS COUNTY:

ASBESTOS WORKERS/INSULATORS (Includes  
 application of all insulating  
 materials, protective coverings,  
 coatings & finishings to all types  
 of mechanical systems) 27.45 6.81

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 ASBE0133C 07/01/2000

Rates Fringes

CLAY & POLK COUNTIES:

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems) 20.58 6.85

ASBE0205K 05/01/1998

Rates Fringes  
 ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS, STEARNS, WASHINGTON & WRIGHT COUNTIES:

HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems) 18.21 3.30

BOIL0647E 10/01/1999

Rates Fringes  
 BOILERMAKERS 23.35 9.71

BRMN0001Z 05/01/2000

Rates Fringes  
 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (City of Elk River), WASHINGTON & WRIGHT COUNTIES:  
 BRICKLAYERS & STONEMASONS 25.47 8.06

BRMN0003E 05/01/1998

Rates Fringes  
 ST. LOUIS (South of a line between Townships #54 & #55, 2 miles north of Cotton) COUNTY:  
 BRICKLAYERS 23.84 4.95

BRMN0003F 06/01/2000

Rates Fringes  
 ST. LOUIS COUNTY (S. of a line between Townships 54 & 55 ((2 miles north of Cotton)):  
 MARBLE SETTERS & TILE SETTERS 23.12 3.57

BRMN0007C 05/01/1998

Rates Fringes  
 HOUSTON COUNTY:  
 BRICKLAYERS; BLOCKLAYERS; CAULKERS;  
 CLEANERS; POINTERS; & STONEMASONS 19.43 3.80

BRMN0008I 09/01/1998

Rates Fringes  
 OLMSTED COUNTY:  
 BRICKLAYERS; CAULKERS; CLEANERS;  
 POINTERS; & STONEMASONS 22.08 3.80

BRMN0008J 10/01/1998

Rates Fringes  
 OLMSTED COUNTY:  
 TILE SETTERS 19.70

\* BRMN0012C 09/04/2000

Rates Fringes  
 POLK COUNTY:  
 BRICKLAYERS 25.03 6.17

* BRMN0015H	09/04/2000		
		Rates	Fringes
CLAY COUNTY:			
BRICKLAYERS		25.03	6.17
* BRMN0015I	09/04/2000		
		Rates	Fringes
CLAY COUNTY:			
CEMENT MASONS		24.63	6.17
BRMN0016C	05/01/2000		
		Rates	Fringes
ST. LOUIS (North of a line between Townships #54 & #55, 2 miles north of Cotton) COUNTY:			
BRICKLAYERS		23.26	9.23
BRMN1000A	05/01/2000		
		Rates	Fringes
BENTON, SHERBURNE (Excluding city of Elk River) & STEARNS COUNTIES:			
BRICKLAYERS; BLOCKLAYERS & STONEMASONS		22.78	8.06
BRMN1000B	05/01/2000		
		Rates	Fringes
BENTON COUNTY:			
CEMENT MASONS (Treatment Plants)		22.29	7.96
STEARNS COUNTY:			
CEMENT MASONS & PLASTERERS (Treatment Plants)		22.29	7.96
BRMN1000C	05/01/1999		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON, ISANTI, POLK, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS (Excluding Duluth and south of Township Line 55), STEARNS, WASHINGTON & WRIGHT COUNTIES:			
TILE SETTERS		24.24	6.95
BRMN1000D	05/01/1999		
		Rates	Fringes
MARBLE SETTERS' FINISHERS & TILE SETTERS' FINISHERS		20.59	5.95
BRMN1000E	05/01/2000		
		Rates	Fringes
ALL COUNTIES, EXCEPT the city of Duluth in ST. LOUIS COUNTY:			
MARBLE SETTERS		25.08	7.96
BRMN1000J	05/01/2000		
		Rates	Fringes
TERRAZZO WORKERS		26.21	6.85
TERRAZZO BASE MACHINES		24.58	7.96
FLOOR MECHANICS; TERRAZZO WORKERS' FINISHERS		24.25	7.96
CARP0190I	05/01/1997		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:			
LATHERS		22.45	7.04

CARP0190L	06/01/2000		
		Rates	Fringes
HOUSTON & OLMSTED COUNTIES:			
LATHERS		24.09	4.04
-----			
CARP0361G	05/01/2000		
		Rates	Fringes
ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY:			
CARPENTERS (Treatment Plants)		20.27	8.98
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CARP0361J	05/01/2000		
		Rates	Fringes
POLK & ST. LOUIS COUNTIES:			
LATHERS		20.55	8.98
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CARP0361M	05/01/2000		
		Rates	Fringes
ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY:			
SOFT FLOOR LAYERS		19.39	8.87
-----			
CARP0548F	05/01/2000		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY (Moorhead & up to 5 miles radius), DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, POLK (East Grand Forks & up to 5 miles radius), RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:			
MILLWRIGHTS (Treatment Plants)		26.24	7.58
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CARP0596D	06/01/1999		
		Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (E. of Hwy #169, inclu. Zimmerman, Big Lake & Elk River), WASHINGTON & WRIGHT (S. of Hwy #12, inclu. Cokato, Buffalo & Monticello) COUNTIES:			
SOFT FLOOR LAYERS		21.73	8.32
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CARP0596I	05/01/1997		
		Rates	Fringes
TERRAZZO WORKERS FINISHERS		22.69	5.47
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CARP0606G	05/01/2000		
		Rates	Fringes
ST. LOUIS COUNTY (Excluding Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft):			
CARPENTERS; PILEDRIVERMEN & SOFT FLOOR LAYERS (Treatment Plants)		18.44	9.02
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CARP0606I	05/01/2000		
		Rates	Fringes
POLK COUNTY (Excluding East Grand Forks and an area 5 miles outside city limits):			
CARPENTERS & PILEDRIVERMEN (Treatment Plants)		15.53	6.87
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CARP0930F	05/01/1998		

	Rates	Fringes
CLAY COUNTY (Except Moorhead):		
CARPENTERS (Treatment Plants)	10.86	4.70
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CARP1176B 06/01/1998		
	Rates	Fringes
CLAY COUNTY (City of Moorhead & a radius of 5 miles NE & South of the city limits) & POLK COUNTY (East Grand Forks & an area 5 miles outside city limits):		
CARPENTERS (Treatment Plants - Does not include Acoustical or Drywall Mechanics)	16.75	3.05
PILEDRIVERMEN (Treatment Plants)	18.75	3.05
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CARP1348C 05/01/2000		
	Rates	Fringes
CLAY (Excluding Moorhead & up to 5 miles radius), POLK (Excluding East Grand Forks & up to 5 miles radius) & ST. LOUIS COUNTIES:		
MILLWRIGHTS (Treatment Plants)	21.66	10.29
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CARP1382D 05/01/1998		
	Rates	Fringes
HOUSTON COUNTY:		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	16.06	5.00
OLMSTED COUNTY:		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	20.32	5.00
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CARP9900M 05/01/1998		
	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (Excluding St. Cloud & extending 5 miles beyond the city limits of St. Cloud), WASHINGTON & WRIGHT COUNTIES:		
CARPENTERS; INSULATORS; & PILEDRIVERMEN (Treatment Plants)	23.98	6.44
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CARP9900N 05/01/2000		
	Rates	Fringes
CARPENTERS & PILEDRIVERMEN (Heavy, Sewer & Water Lines):		
AREA 1	22.77	8.50
AREA 2	20.29	7.53
AREA 3	17.22	9.02
AREA 4	19.84	7.53
AREA 5	21.05	9.02
AREA 6	21.09	8.98
AREA 7	21.49	8.98
AREA 1 - ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (South of the northern boundary of T. 33-N and east of the western boundary of R. 27-W), WASHINGTON & WRIGHT (East of & Including Minnesota Highway #25) COUNTIES		
AREA 2 - BENTON, SHERBURNE (NW three-fourths, Including Clear Lake & Becker), STEARNS & WRIGHT (NW Part, including South Haven & Maple Lake) COUNTIES		
AREA 3 - CLAY & POLK COUNTIES		
AREA 4 - HOUSTON & OLMSTED COUNTIES		
AREA 5 - ST. LOUIS COUNTY (Northeast two-thirds, Including Cook, Cusson & Ely & Western Strip, Including Chisholm, Orr & Greaney)		
AREA 6 - ST. LOUIS COUNTY (Southern one-third, Including Fond Du Lac, Floodwood, Cotton & Proctor)		
AREA 7 - ST. LOUIS COUNTY (Duluth)		

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CARP9900Q 05/01/1999

	Rates	Fringes
BENTON, SHERBURNE (Extreme NW portion, Including St. Cloud & extending 5 miles beyond the city limits of St. Cloud) & STEARNS COUNTIES:		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	18.55	5.64
SHERBURNE (Central Pt.) & WRIGHT (NW Part) COUNTIES:		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	16.17	4.99

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ELEC0110K 05/01/1999

	Rates	Fringes
ANOKA (Except Anoka & Fridley Townships & the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey & Spring Lake Park), CHISAGO, DAKOTA, ISANTI, RAMSEY, SHERBURNE (East of Becker & Santiago Townships) & WASHINGTON COUNTIES:		
ELECTRICIANS	24.71	10.69
CABLE SPLICERS	25.71	10.69

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ELEC0110L 03/01/1998

	Rates	Fringes
SOUND, SIGNAL & COMMUNICATIONS WORK:		
Technician (Installation of Controller Only)	19.22	.58+a+b
Installer (Excluding Controller Work)	11.31	.34+a+b

FOOTNOTES:

a. 1 year's service - 5 days' paid vacation; 2 years' service - 10 days' paid vacation; 5 years' service - 12 days' paid vacation; 7 years' service - 14 days' paid vacation; 9 years' service - 16 days' paid vacation; 11 years' service - 18 days' paid vacation; 12 years' service - 20 days' paid vacation

b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; the normal work day preceding Christmas Day; & Christmas Day

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ELEC0160D 04/02/2000

	Rates	Fringes
LINE CONSTRUCTION:		
Lineman; Cable Splicer; Dynamiter; Special Equipment Operator; & Technician	25.81	9.00
Equipment Operator	22.20	8.04
Groundman/Truck Driver; & Pole Treating Truck Driver	18.07	6.93
LINE CLEARANCE:		
Tree Trimmer; Tractor Operator	18.44	7.03
Groundman/Truck Driver	12.91	5.55
Groundman	11.99	5.31

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ELEC0242G 06/01/2000

	Rates	Fringes
ST. LOUIS COUNTY (South part bounded on the north by the north line of Kelsey Township extended east & west):		
ELECTRICIANS	27.76	9.16

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ELEC0292D 11/01/1997

	Rates	Fringes
ANOKA (Anoka & Fridley Townships & the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey & Spring		

Lake Park), CARVER, HENNEPIN, SCOTT & WRIGHT (Buffalo, Frankford, Franklin, Marysville, Otsego, Rockford & Woodland Townships) COUNTIES:

ELECTRICIANS	24.26	10.17
CABLE SPLICERS	25.26	10.59

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 ELEC0292J 05/31/1999

	Rates	Fringes
BENTON, SHERBURNE (Becker, Clear Lake, Haven, Palmer & Santiago Townships), STEARNS & WRIGHT (Albion, Chatham, Clearwater, Cokato, Corinna, French Lake, Lorimore, Maple Lake, Middleville, Monticello, Silver Creek, South Side, Stockholm & Victor Townships) COUNTIES:		

ELECTRICAL INSTALLATIONS OVER \$300,000.00:		
Electricians	22.95	9.36
Cable Splicers	23.95	9.39
ELECTRICAL INSTALLATIONS UNDER \$300,000.00:		
Electricians	20.00	8.55
Cable Splicers	21.00	8.58

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 \* ELEC0294I 06/01/2000

	Rates	Fringes
ST. LOUIS COUNTY (North part bounded on the south by the south line of Ellsburg Township, extended east & west):		
ELECTRICIANS	24.70	9.76
CABLE SPLICERS	25.25	9.97

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 ELEC0343N 05/31/1999

	Rates	Fringes
OLMSTED COUNTY (City of Rochester & 10 mile radius):		
Electricians	22.99	9.12
Cable Splicers	23.99	9.26
HOUSTON & OLMSTED (Excluding City of Rochester & 10 mile radius) COUNTIES:		

ELECTRICAL INSTALLATIONS OVER \$300,000.00:		
Electricians	22.99	9.12
Cable Splicers	23.99	9.26
ELECTRICAL INSTALLATIONS UNDER \$300,000.00:		
Electricians	20.24	8.75
Cable Splicers	21.24	8.89

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 ELEC1426J 06/01/1998

	Rates	Fringes
CLAY & POLK COUNTIES:		
ELECTRICIANS:		
Electricians	14.70	4.64
Cable Splicers	15.45	4.73

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 ENGI0049Y 05/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Treatment Plants):		
GROUP 1	27.54	7.15
GROUP 2	27.20	7.15
GROUP 3	25.79	7.15
GROUP 4	25.45	7.15
GROUP 5	25.48	7.15
GROUP 6	23.77	7.15
GROUP 7	22.65	7.15
GROUP 8	20.64	7.15
POWER EQUIPMENT OPERATOR CLASSIFICATIONS		
GROUP 1 - Helicopter Operator; Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over		

- GROUP 2 - Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over
- GROUP 3 - Traveling Tower Crane; Master Mechanic; Pile Driving Operator (when 3 drums are used); Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Derrick (Guy & Stiffleg); Tower Crane (Stationary) up to 200'; & Terrain Vehicle Crane
- GROUP 4 - Crawler Backhoe; Hoist Engineer (3 drums or more); Locomotive Operator; Overhead Crane Operator (inside building perimeter); & Tractor Operator with Boom
- GROUP 5 - Air Compressor Operator 450 CFM or Over (2 or more machines); Pump Operator and/or Conveyor Operator (2 or more machines); Mechanic; Pumpcrete or Complaco type Machine Operator; Forklift; Boom Truck Operator; Concrete Mixer Operator; Drill Rig - Heavy Rotary or Churn when used for Caisson Drilling for Elevator Cylinder or Building Construction; Front End Loader (Over 1 cu. yd.); Hoist Engineer (1 or 2 drums); Straddle Carrier Operator; Power Plant Engineer (100 KW & over on multiples equal to 100KW & over); Tractor Operator over D2; & Well Point Pump Op.
- GROUP 6 - Concrete Batch Plant Operator; Gunite Operator; Tractor Operator D2 or similar size; & Front End Loader Operator, up to 1 cu. yd.
- GROUP 7 - Air Compressor Operator 450 CFM or Over; Pump and/or Conveyor Operator; Brakeman; Pick-up Sweeper (1 cu. yd. & over Hopper capacity); Truck Crane Oiler; & Welding Machine Operator
- GROUP 8 - Mechanical Space Heater (Temporary Heat); Oiler or Greaser; & Elevator Operator

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 ENGI0049Z 05/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Heavy, Sewer & Water Lines):		
ANOKA, CARVER, CHISAGO (S. of the northern boundary of T. 34-N & that part consisting substantially of the cities of Thomson, Cloquet, Scanlon & Carlton), DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE (S. of the northern boundary of T. 33-N & E. of the western boundary of R. 27-W), ST. LOUIS, WASHINGTON & WRIGHT (E. of & inclu. Hwy #25) COUNTIES:		
GROUP 1	24.37	7.15
GROUP 2	23.82	7.15
GROUP 3	23.64	7.15
GROUP 4	23.52	7.15
GROUP 5	20.48	7.15
GROUP 6	19.27	7.15
BENTON (E. of the western right-of-way of U.S. Hwy #10), CHISAGO (Exclu. area S. of the northern boundary of T. 34-N), HOUSTON, ISANTI, OLMSTED, SHERBURNE (Excluding area S. of the northern boundary of T. 33-N and E. of the western boundary of R. 27-W), STEARNS (E. of the western right-of-way of Minn. Hwy #15) & WRIGHT (Exclu. area E. of Hwy #25) COUNTIES:		
GROUP 1	22.76	7.15
GROUP 2	22.31	7.15
GROUP 3	22.14	7.15
GROUP 4	22.01	7.15
GROUP 5	19.44	7.15
GROUP 6	18.57	7.15
BENTON (Excluding E. of the western right-of-way of U.S. Hwy #10), CLAY, POLK & STEARNS (Excluding area E. of the Western right-of-way of Minn. Hwy #15) COUNTIES:		
GROUP 1	20.75	7.15
GROUP 2	19.82	7.15

GROUP 3	19.62	7.15
GROUP 4	19.51	7.15
GROUP 5	17.80	7.15
GROUP 6	17.20	7.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Pilot; \*Crane with over 135' Boom, excluding Jib; Dragline, Crawler, Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.; & Pile Driving when 3 Drums are in use

GROUP 2 - Cableway; Concrete Mixer, Stationary Plant over 34E; Derrick (Guy or Stiffleg) (Power) (Skids or Stationary); Diver Dragline, Crawler, Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Dredge or Engineers, Dredge (Power) & Engineer; Front End Loader, 5 cu. yds. & over; Grader or Motor Patrol, Finishing Earthwork & Bituminous; Locomotive Crane; Master Mechanic; Mixer (Paving) Concrete Paving, Road; Mole, including Power Supply; Mucking Machine, including Mucking Operations, Conway or similar type; Piledriving; Refrigeration Plant Engineer; Tandem Scraper; Tractor - Boom type; Truck Crane - Crawler Crane; & Tugboat 100 HP & over

GROUP 3 - Dual Tractor; Elevating Grader; Pumpcrete; Scraper - Struck Cap. 32 cu. yds. & over; & Self-propelled Traveling Soil Stabilizer

GROUP 4 - Air Track Rock Drill; Articulated Hauler Terex, Caterpillar or similar type; Asphalt Bituminous Stabilizer Plant; Automatic Road Machine (CMI or similar); Backfiller; Bituminous Roller (8 Tons & over); Bituminous Spreader & Finishing (Power); Boom Truck (Power operated Boom); Brokk or R.T.C. 750 Remote Control or Similar types with all attachments; Cat & Scraper; Cat Tractor with Rock Wagons or similar types; Challenger 75-D or 85-D when pulling Scraper or Bulldozer; Chip Harvester & Tree Cutter over 150 HP; Concrete Batch Plant; Concrete Mixer on jobsite over 14S; Concrete Mobile; Crushing Plant (Gravel & Stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Dope Machine (Pipeline); Drill Rigs, Heavy Rotary or Churn or Cable Drill; Fork Lift or Straddle Carrier; Fork Lift or Lumber Stacker; Front End Loader, over 1 cu. yd.; Hoist Engineer (Power); Hydraulic Tree Planter; Launcher (Tankerman or Pilot License); Lead Greaser; Locomotive; Mechanic; Milling, Grinding & Planing Machine; Morbark Tub Grinder or Similar Type; Multiple Machines, such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine (Power Driven) Mighty Mite or similar type; Pickup Sweeper, 1 cu. yd. & over Hopper Cap.; Pipeline Wrapping, Cleaning or Bending Machine; Power Plant Engineer, 100 K.W.H. & over; Power Actuated Horizontal Boring Machine, over 6"; Pugmill; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Slip Form (Power Driven) (Paving); Tie Tamper & Ballast Machine; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; Trenching Machine (Sewer, Water, Gas); Well Point Installation; & Dismantling or Repair Mechanic

GROUP 5 - Air Compressor, 600 CFM or over; Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Bituminous Spreader & Bituminous Finishing Machine Tender (Power); Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, & Spray; Concrete Saw (Multiple Blade) (Power Operated); Form Trench Digger (Power); Front End Loader, up to & incl. 1 cu. yd.; Grader (Motor Patrol); Gunite Gunall; Hydraulic Log Splitter; Loader (Barber Greene or similar type);

Payhauler or similar type; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with Blade - 200 HP & over; Shouldering Machine (Power) Apsco or similar type inclu. self-propelled Sand & Chip Spreader; Stump Chipper & Tree Chipper; Tractor Operator, Bulldozer, 50 HP or less; & Tree Farmer (Machine) GROUP 6 - Challenger 75-D or 85-D when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fireman or Tank Car Heater; Gravel Screening Plant (Portable not Crushing or Washing); Greaser (Truck or Tractor); Leverman; Mechanic tender; Mechanic, Space Heater (Temporary Heat); Oiler (Power Shovel, Crane, Dragline); Power Sweeper; Roller on Gravel Compaction; Self-propelled Vibrating Packer (35 HP & over); Sheep Foot Roller; Tractor, Wheel Type (over 50 HP); & Truck Crane Oiler  
 \*CRANE OVER 135' BOOM, EXCLUDING JIB - \$ .25 PREMIUM;  
 CRANE OVER 200' BOOM, EXCLUDING JIB - \$ .50 PREMIUM

UNDERGROUND WORK:

TUNNELS, SHAFTS, ETC. - \$ .25 PREMIUM

UNDER AIR PRESSURE - \$ .50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM

LEVEL B - \$ .90 PREMIUM

LEVEL C - \$ .60 PREMIUM

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 IRON0512M 05/01/2000

	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:		
IRONWORKERS	27.15	9.94

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 IRON0563L 05/01/2000

	Rates	Fringes
ST. LOUIS COUNTY:		
IRONWORKERS	22.13	11.35

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 IRON0793F 05/01/2000

	Rates	Fringes
CLAY & POLK COUNTIES:		
IRONWORKERS	18.00	8.37

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 LABO0010J 05/01/2000

	Rates	Fringes
LANDSCAPERS: Seeding, Sodding & Planting of evergreen & deciduous shrubs & trees	12.38	4.36

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 LABO0132I 01/01/2000

	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:		
LABORERS, Asbestos Abatement	19.16	6.62

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 LABO0132M 05/01/2000

	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
LABORERS (Treatment Plants):		
GROUP 1	23.08	5.56
GROUP 2	23.40	5.56
GROUP 3	23.70	5.56

GROUP 4 - FLAGPERSON 20.30 5.36

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Snow Blower Operator; Signal Person; Asbestos and Hazardous Waste Technician; Hydro Blast or Waterblast; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Remote Control Tamper

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technical, including Cleaning, Cutting, Cameraing, etc.; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0132P 06/01/1999

	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
PLASTER TENDERS (Treatment Plants)	23.85	5.59

LABO0405D 05/01/1999

	Rates	Fringes
HOUSTON COUNTY:		
LABORERS (Treatment Plants):		
GROUP 1	15.49	4.89
GROUP 2	16.19	4.89
FLAGPERSON	13.66	4.89
OLMSTED COUNTY:		
LABORERS (Treatment Plants):		
GROUP 1	16.94	4.89
GROUP 2	17.64	4.89
FLAGPERSON	15.06	4.89

LABORER CLASSIFICATIONS

GROUP 1 - Construction; General; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Firewatch; Joist Handler; Material Handler - Power Buggy; Rebar; Signalperson; Snow Blower Operator; Demolition & Wrecking, Including Remodeling; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Remote Control Tamper

GROUP 2 - Pipe Rehab Technician, including Cleaning, Cutting, Cameraing, etc.; Caisson Work; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar,

Silent Dynamite, etc.

LABO0563C 05/01/1999

BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES:  
LABORERS (Treatment Plants):

	Rates	Fringes
Total Construction Projects of Over \$950,000.00:		
GROUP 1	15.59	6.30
GROUP 2	15.81	6.30
GROUP 3	15.86	6.30
GROUP 4 - FLAGPERSON	13.68	6.30
Total Construction Projects Under \$950,000.00:		
GROUP 1	13.84	6.30
GROUP 2	14.06	6.30
GROUP 3	14.11	6.30
GROUP 4 - FLAGPERSON	12.11	6.30

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Asbestos & Hazardous Waste Technician; Carpenter Tender; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Concrete; Damp Proofer Below Grade; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Drill Runner Tender; Dump Person - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Hydro Blast or Waterblaster; Joist Handler; Mason Tender; Material Handler - Power Buggy; Mortar Mixer - Cement or any other Substitute material or Composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Rebar; Remote Control Tamper; Signal Person; Snow Blower Operator; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchperson - Gas, Electric, Thermal or similar device

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technician (Including Cleaning, Cutting, Cameraing, etc.); Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovel TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0580B 04/19/1999

CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:  
LABORERS (Treatment Plants)

	Rates	Fringes
	14.05	4.34

LABORER CLASSIFICATIONS

Common; Concrete Bucket; Power Tool Operator; Mortar Mixer; Brick & Plasterers' Tender; Jackhammer Work; Hod Carrier; Non-Metallic Pipe Layer; Gas Line Wrapping or Taping; Cutting Torch for Demolition; Sandblaster & Gunnite Pot Tender; & Hose Tender

LABO1091B 05/01/1998

ST. LOUIS COUNTY (South of T 55 N):  
LABORERS (Treatment Plants):

	Rates	Fringes
GROUP 1	15.95	5.39
GROUP 2	16.10	5.39
GROUP 3	16.35	5.39
GROUP 4	16.65	5.39
FLAGPERSON	14.05	5.39

LABORER CLASSIFICATIONS

GROUP 1 - General; Carpenter Tender; Concrete Laborer; Damp

Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Rebar; Snow Blower Operator; Signalperson; Material Handler (All types Power Buggy); Fire Control; Asbestos Removal; & Hazardous Waste

GROUP 2 - Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Wrecking, Excluding Remodeling; Gunitite, Sandblasting Machine Operator; Mason Tender; Mortar Mixer - Cement or any other substitute material or composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "patent" scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Hydroblast

GROUP 3 - Caisson Work; Nozzle Operator - Gunitite, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; & Hod Carrier

GROUP 4 - Driller for Blasting Purposes; Dynamite Blasters or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.; Asbestos Abatement Worker; & Hazardous Waste Worker

LABO1091D 05/01/1999

	Rates	Fringes
ST. LOUIS COUNTY (South of TR 55):		
LABORERS:		
Asbestos Abatement	18.16	6.80

LABO1097B 05/01/1999

	Rates	Fringes
POLK COUNTY (Excluding the city limits of East Grand Forks):		
LABORERS (Treatment Plants):		
Projects Under \$760,000.00, including Mechanical & Electrical:		
GROUP 1	11.86	4.59
GROUP 2	12.20	4.59
GROUP 3	12.37	4.59
GROUP 4	10.41	4.59
Projects \$760,000.00 & Over, including Mechanical & Electrical:		
GROUP 1	13.95	4.59
GROUP 2	14.35	4.59
GROUP 3	14.55	4.59
GROUP 4	12.25	4.59

LABORER CLASSIFICATIONS

0

1 GROUP 1 - Construction; Carpenter Tender; Concrete; Damp  
 2 Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete &  
 3 Cement; Heater Tender; Hot Tar Caulker - Corker; Joist  
 4 Handler; Material Handler - Power Buggy; Rebar; Signal Person;  
 5 & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator;  
 6 Demolition & Wrecking, Excluding Remodeling; Mason Tender;  
 7 Mortar Mixer - Cement or Any Other Substitute Material or  
 8 Composition; Pipe Handler; Pneumatic & Electric Tool,  
 9 Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator,  
 0 Etc.; Swing Stage Line Scaffold (Not including "Patent"  
 1 Scaffolding); & Torch Person - Gas, Electric, Thermal or  
 2 similar device; Scrapping, Sweeping & Clean-up; Skid Steer,  
 3 Forklift (Incidental Use)

4

5 GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill  
 6 Operator; Nozzle Operator - Gunitite, Cement, Sandblasting;  
 7 Pipelayer; Sheeting Setter & Driver, Heavy Building

8 Excavation; Underground Work - Open Ditch or Excavation 8'  
 9 Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or  
 0 Under Ground Floor without Conventional Floor Areas; Pipe-  
 1 Rehab Technician, including Cleaning, Cutting, Camering, etc.;  
 2 & Wall Mounted Saw Operator

3  
 4 GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or  
 5 substitute products; & Tovex TR, Water, Gas, Gel, Bristar,  
 6 Silent Dynamite, etc.

7  
 8 GROUP 4 - Flagperson

9 -----  
 0  
 1 LABO1097D 05/01/1999

	Rates	Fringes
3 ST. LOUIS COUNTY (North of T 55 N):		
4		
5 LABORERS (Treatment Plants):		
6 GROUP 1	17.84	5.54
7 GROUP 2	18.24	5.54
8 GROUP 3	18.54	5.54
9 GROUP 4	15.94	5.54
0 GROUP 5	19.84	5.54

1  
 2 LABORER CLASSIFICATIONS

3  
 4 GROUP 1 - Construction; Carpenter Tender; Concrete; Damp  
 5 Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete &  
 6 Cement; Heater Tender; Hot Tar Caulker - Corker; Joist  
 7 Handler; Material Handler - Power Buggy; Rebar; Signal Person;  
 8 & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator;  
 9 Demolition & Wrecking, Excluding Remodeling; Mason Tender;  
 0  
 1 Mortar Mixer - Cement or Any Other Substitute Material or  
 2 Composition; Pipe Handler; Pneumatic & Electric Tool,  
 3 Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator,  
 4 Etc.; Swing Stage Line Scaffold (Not including "Patent"  
 5 Scaffolding); & Torch Person - Gas, Electric, Thermal or  
 6 similar device; Scrapping, Sweeping & Clean-up; Skid Steer,  
 7 Forklift (Incidental Use)

8  
 9 GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill  
 0 Operator; Nozzle Operator - Guniting, Cement, Sandblasting;  
 1 Pipelayer; Sheeting Setter & Driver, Heavy Building  
 2 Excavation; Underground Work - Open Ditch or Excavation 8'  
 3 Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or  
 4 Under Ground Floor without Conventional Floor Areas; Pipe-  
 5 Rehab Technician, including Cleaning, Cutting, Camering, etc.;  
 6 & Wall Mounted Saw Operator

7  
 8 GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or  
 9 substitute products; & Tovex TR, Water, Gas, Gel, Bristar,  
 0 Silent Dynamite, etc.

1  
 2 GROUP 4 - Flagperson

3  
 4 GROUP 5 - Refractory Worker

5 -----  
 6  
 7 LABO1097G 05/01/1999

	Rates	Fringes
9 POLK COUNTY (Excluding the city limits of East Grand Forks);		
0 & ST. LOUIS COUNTY (N. of TR 55, but excluding a 20-mile radius		

1 of Grand Forks, North Dakota):

2

3 LABORERS:

4 Asbestos Abatement 18.16 6.80

5 -----

6

7 LABO99000 05/01/2000

8 Rates Fringes

9 LABORERS (Heavy, Sewer & Water Lines):

0

1 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,

2 SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

3

4 GROUP 1 20.74 5.56

5 GROUP 2 20.94 5.56

6 GROUP 3 21.09 5.56

7 GROUP 4 21.19 5.56

8 GROUP 5 21.44 5.56

9 GROUP 6 22.74 5.56

0 GROUP 7 17.04 5.31

1

2 BENTON & STEARNS COUNTIES:

3

4 GROUP 1 16.79 5.31

5 GROUP 2 16.99 5.31

6 GROUP 3 17.14 5.31

7

8 GROUP 4 17.24 5.31

9 GROUP 5 17.49 5.31

0 GROUP 6 18.79 5.31

1 GROUP 7 13.89 5.11

2

3 CLAY (Excluding City Limits of Moorhead) & POLK (Excluding City

4 Limits of East Grand Forks) COUNTIES:

5

6 GROUP 1 14.34 4.61

7 GROUP 2 14.54 4.61

8 GROUP 3 14.69 4.61

9 GROUP 4 14.79 4.61

0 GROUP 5 15.04 4.61

1 GROUP 6 16.34 4.61

2 GROUP 7 12.34 4.56

3

4 HOUSTON & OLMSTED COUNTIES:

5

6 GROUP 1 17.94 5.21

7 GROUP 2 18.14 5.21

8 GROUP 3 18.29 5.21

9 GROUP 4 18.39 5.21

0 GROUP 5 18.64 5.21

1 GROUP 6 19.94 5.21

2 GROUP 7 15.04 5.01

3

4 ST. LOUIS COUNTY (South of T. 55 N):

5

6 GROUP 1 19.87 5.56

7 GROUP 2 20.07 5.56

8 GROUP 3 20.22 5.56

9 GROUP 4 20.32 5.56

0 GROUP 5 20.57 5.56

1 GROUP 6 21.87 5.56

2 GROUP 7 16.32 5.31

3

4 ST. LOUIS COUNTY (North of T. 55 N):

5			
6	GROUP 1	19.47	5.96
7	GROUP 2	19.67	5.96
8	GROUP 3	19.82	5.96
9	GROUP 4	19.92	5.96
0	GROUP 5	20.17	5.96
1	GROUP 6	21.47	5.96
2	GROUP 7	16.32	5.31

3

4 LABORER CLASSIFICATIONS

5

6 GROUP 1 - Construction; Bituminous Batchperson (Stationary  
7 Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee,  
8 Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement  
9 Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete  
0 Batchperson; Concrete Handler, Caisson, Footings, Columns,  
1 Piling, Slabs, etc.; Concrete Longitudinal Float Operator  
2 (Manual Bullfloat on Paving); Concrete Shoveler, Tamper &  
3 Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer

4

5 Below Grade; Demolition of an entire Structural System,  
6 Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt,  
7 Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade  
8 Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster;  
9 Joint Filler (Concrete Pavement); Kettleperson (Bituminous or  
0 Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler;  
1 Pipelayer (\$1.00 Premium); Power Buggy Operator; Pump Operator  
2 (Less than 6"); Reinforced Steel Laborer; Reinforced Steel  
3 Setter (Paving); Retaining Wall Installation; Sand Cushion  
4 Bedmaker; Service Connection Maker (Water, Gas); Signalperson;  
5 Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier &  
6 Guard Rail Installation; Squeegeeperson; Stabilizing  
7 Batchperson (Stationary Plant); Temporary Heaters & Blower  
8 Tender; Top Person (Sewer, Water or Gas Trench); Traffic  
9 Controller (Traffic Barriers) & Transit/Level

0

1 GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or  
2 Remote Control); Concrete Drilling; Concrete Mixer Operator;  
3 Concrete Sawyer; Concrete Vibrator; Ditch & Other Work more than  
4 8' Below starting level of manual work; Formsetter; Joint  
5 Sawyer, Mortar; Pipe Fuser/Technician; Pneumatic Tools,  
6 Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote  
7 Control Demo Machine & Related Accessories  
8 (Electric/Hydraulic); Stone Tender/Mason Tender; & Torchperson  
9 - Gas, Electric, Thermal or Similar Device

0

1 GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam  
2 Work

3

4 GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than  
5 8' Below starting level or manual Work); Cement Gun Operator  
6 (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle  
7 Operator (Gunitite, Sandblasting, Cement)

8

9 GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer;  
0 Tunnel Miner; Tunnel Miner Tender; Underground Laborer; &  
1 Underpinning

2

3 GROUP 6 - Blasting Person (Dynamite or substitute Products); &  
4 Tunnel Miner Under Pressure

5

6 GROUP 7 - Flagperson

7 -----

8

9 LABO9900Q 05/01/1998

	Rates	Fringes
1 LABORERS (Heavy, Sewer & Water Lines):		
2		
3 CLAY (City Limits of Moorhead) & POLK (City Limits of East Grand		
4 Forks) COUNTIES:		
5		
6 GROUP 1	13.26	4.29
7 GROUP 2	13.46	4.29
8 GROUP 3	13.61	4.29
9 GROUP 4	13.71	4.29
0 GROUP 5	13.96	4.29
1		
2 GROUP 6	15.26	4.29
3 GROUP 7	11.26	4.24

4

5 LABORER CLASSIFICATIONS

6

7 GROUP 1 - Construction; Bituminous Batchperson (Stationary  
 8 Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee,  
 9 Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement  
 0 Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete  
 1 Batchperson; Concrete Handler, Caisson, Footings, Columns,  
 2 Piling, Slabs, etc.; Concrete Longitudinal Float Operator  
 3 (Manual Bullfloat on Paving); Concrete Shoveler, Tamper &  
 4 Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer  
 5 Below Grade; Demolition of an entire Structural System,  
 6 Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt,  
 7 Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade  
 8 Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster;  
 9 Joint Filler (Concrete Pavement); Kettleperson (Bituminous or  
 0 Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler;  
 1 Pipelayer (\$1.00 Premium); Power Buggy Operator; Pump Operator  
 2 (Less than 6"); Reinforced Steel Laborer; Reinforced Steel  
 3 Setter (Paving); Retaining Wall Installation; Sand Cushion  
 4 Bedmaker; Service Connection Maker (Water, Gas); Signalperson;  
 5 Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier &  
 6 Guard Rail Installation; Squeegeeperson; Stabilizing  
 7 Batchperson (Stationary Plant); Temporary Heaters & Blower  
 8 Tender; Top Person (Sewer, Water or Gas Trench); Traffic  
 9 Controller (Traffic Barriers) & Transit/Level

0

1 GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or  
 2 Remote Control); Concrete Drilling; Concrete Mixer Operator;  
 3 Concrete Sawyer; Concrete Vibrator; Ditch & Other Work more than  
 4 8' Below starting level of manual work; Formsetter; Joint  
 5 Sawyer, Mortar; Pipe Fuser/Technician; Pipe Rehab Technician,  
 6 including Cleaning, Cutting, Cameraing, etc.; Pneumatic Tools,  
 7 Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote  
 8 Control Demo Machine & Related Accessories (Electric/  
 9 Hydraulic); Stone Tender/Mason Tender; & Torchperson - Gas,  
 0 Electric, Thermal or Similar Device

1

2 GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam  
 3 Work

4

5 GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than  
 6 8' Below starting level or manual Work); Cement Gun Operator  
 7 (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle  
 8 Operator (Gunitite, Sandblasting, Cement)

9

0 GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer;  
 1 Tunnel Miner; Tunnel Miner Tender; Underground Laborer; &  
 2 Underpinning  
 3  
 4 GROUP 6 - Blasting Person (Dynamite or substitute Products); &  
 5 Tunnel Miner Under Pressure  
 6  
 7 GROUP 7 - Flagperson  
 8

9 -----

0  
 1 PAIN0061F 05/01/2000  
 2 Rates Fringes  
 3 CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES:  
 4  
 5 PAINTERS:  
 6 GROUP 1 23.50 8.28  
 7 GROUP 2 17.63 8.28  
 8 GROUP 3 24.25 8.28  
 9

0 PAINTER CLASSIFICATIONS  
 1  
 2 GROUP 1 - Brush; Drywall Finisher; & Paperhanger  
 3 GROUP 2 - Drywall Sander  
 4 GROUP 3 - Sandblaster; Spray; Swing Stage; Boatswain Chair;  
 5 Window Jack; Safety Belt; Erected Structural Steel; Bridges;  
 6 & Application of Epoxy Materials & Materials containing over  
 7 50% Creosote  
 8

9 -----

0 PAIN0106I 05/01/2000  
 1 Rates Fringes  
 2 ST. LOUIS COUNTY:  
 3  
 4 GLAZIERS 20.04 6.39+a  
 5

6 FOOTNOTE:  
 7 a. 1 to 4 years' service - 1 week's paid vacation; 5 to 11  
 8 years' service - 2 weeks' paid vacation; 11 years' service  
 9 or more - 3 weeks' paid vacation  
 0

1 -----

2 PAIN0106J 05/01/2000  
 3 Rates Fringes  
 4 ST. LOUIS COUNTY:  
 5  
 6 PAINTERS:  
 7 New Work:  
 8 Brush; Roller 22.18 7.08  
 9 Paperhanging; Spray; Steel;  
 0 & Taping 22.78 7.08  
 1  
 2 Repaint:  
 3 Brush; Roller 20.68 7.08  
 4 Paperhanging; Spray; Steel;  
 5 & Taping 21.28 7.08  
 6

7 -----

8 PAIN0386I 05/01/2000  
 9 Rates Fringes  
 0 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (South & East  
 1 of a line drawn between the town of Santiago in Sherburne County  
 2 and the town of Clearwater in Wright County) & WRIGHT COUNTIES:

3  
4 PAINTERS:  
5  
6 Brush; Roller; & Wallpaper Hanger      24.31      7.72  
7 Spray; Steel; Sandblaster; Swing  
8 Stage & Epoxy      25.06      7.72  
9 -----

0  
1 PAIN0386J 05/01/2000  
2 Rates Fringes  
3 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (South & east  
4 of a line drawn between the town of Santiago, Sherburne County  
5 and the town of Clearwater, Wright County) & WRIGHT COUNTIES:  
6

7 PAINTERS:  
8 Drywall Taper/Finisher      23.97      7.85  
9 Sander      17.98      7.85  
0 -----

1  
2 PAIN0681E 05/01/2000  
3 Rates Fringes  
4 HOUSTON & OLMSTED COUNTIES:  
5

6 PAINTERS:  
7 CORPORATE CITY LIMITS OF ROCHESTER, OLMSTED COUNTY:  
8

9 Brush & Roller      21.33      5.72  
0 Paperhanger & Steel      21.58      5.72  
1 Sandblasting & Spray      21.83      5.72  
2 Stageman & Beltman      22.33      5.72  
3

4 REMAINING AREA:  
5  
6 \$600,000.00 & Over in volume, Including Electrical &  
7 Mechanical:

8 Brush & Roller      21.33      5.72  
9 Paperhanger & Steel      21.58      5.72  
0 Sandblasting & Spray      21.83      5.72  
1 Stageman & Beltman      22.33      5.72  
2

3 Under \$600,000.00 in volume, Including Electrical &  
4 Mechanical:

5 Brush & Roller      18.13      5.72  
6 Paperhanger & Steel      18.34      5.72  
7 Sandblasting & Spray      18.56      5.72  
8 Stageman & Beltman      18.98      5.72  
9

0 APPLICATION OF EPOXY, CREOSOTE OR ALL OTHER HIGHLY TOXIC  
1 MATERIALS - \$ .25 PREMIUM  
2 -----

3  
4 PAIN0681H 05/01/2000  
5 Rates Fringes  
6 HOUSTON & OLMSTED COUNTIES:  
7

8 PAINTERS:  
9 Drywall Finishers      21.24      6.27  
0 Drywall Sanders      15.93      6.27  
1 -----

2  
3 PAIN0880A 05/01/1999  
4 Rates Fringes  
5 SIGN PAINTERS      21.12      2.08+a+b

6

7 FOOTNOTES:

8 a. 8 Paid Holidays: New Year's Day; Memorial Day;  
9 Independence Day; Labor Day; Thanksgiving Day; the Day After  
0 Thanksgiving; the last working Day Before Christmas; &  
1 Christmas Day

2

3 b. Vacation Pay: 3 yrs' service - 2 wks' paid vacation; 6 yrs'  
4 service - 3 wks' paid vacation; 15 yrs' service - 4 wks' paid  
5 vacation

6

-----

7

8 PAIN0884F 06/01/2000

9

Rates

Fringes

0 PAINTERS:

1

2 BENTON, SHERBURNE (Western one-half, North & West of a line drawn  
3 between the city of Santiago in Sherburne County & the city of  
4 Clearwater in Wright County) & STEARNS COUNTIES:

5

6 Projects Under \$8,000.00:

7

8

9

0

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7

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0

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9			
0	GLAZIERS	24.31	7.89
1	-----		
2			
3	PLAS0265D 06/01/2000		
4		Rates	Fringes
5	ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,		
6	SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
7			
8	PLASTERERS	24.88	8.35
9	-----		
0			
1	PLAS6330I 05/01/2000		
2		Rates	Fringes
3	ST. LOUIS COUNTY (South of T 55N):		
4			
5	CEMENT MASONS (Treatment Plants)	21.34	8.15
6	-----		
7			
8	PLAS6330J 05/01/2000		
9		Rates	Fringes
0	HOUSTON & OLMSTED COUNTIES:		
1			
2	CEMENT MASONS (Treatment Plants):	23.29	4.37
3	-----		
4			
5	PLAS6330K 05/01/2000		
6		Rates	Fringes
7	ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,		
8	SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
9			
0	CEMENT MASONS (Treatment Plants)	24.99	7.96
1	-----		
2			
3	PLAS6330L 05/01/2000		
4		Rates	Fringes
5	ST. LOUIS COUNTY (North of T 55N):		
6			
7	CEMENT MASONS (Treatment Plants)	18.20	9.00
8	-----		
9			
0	PLAS6330M 05/01/2000		
1		Rates	Fringes
2	ST. LOUIS COUNTY:		
3			
4	PLASTERERS	19.62	8.70
5	-----		
6			
7			
8	PLAS6330N 06/01/2000		
9		Rates	Fringes
0	HOUSTON & OLMSTED COUNTIES:		
1			
2	PLASTERERS	25.25	2.40
3	-----		
4			
5	PLAS6330O 05/01/2000		
6		Rates	Fringes
7	ST. LOUIS COUNTY (South of T 55N):		
8			
9	CEMENT MASONS (Heavy, Sewer & Water		
0	Lines)	20.33	10.70
1	-----		

2  
3 PLAS6330P 05/01/2000  
4 Rates Fringes  
5 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,  
6 SHERBURNE, WASHINGTON & WRIGHT COUNTIES:  
7  
8 CEMENT MASONS (Heavy, Sewer & Water  
9 Lines) 23.79 7.96  
0 -----  
1  
2 PLAS6330Q 05/01/2000  
3 Rates Fringes  
4 ST. LOUIS COUNTY (North of T 55N):  
5  
6 CEMENT MASONS (Heavy, Sewer & Water  
7 Lines) 18.20 9.00  
8 -----  
9  
0 PLAS6330R 05/01/2000  
1 Rates Fringes  
2 HOUSTON & OLMSTED COUNTIES:  
3  
4 CEMENT MASONS (Heavy, Sewer & Water  
5 Lines) 22.69 4.75  
6 -----  
7  
8 PLAS6330U 07/01/1999  
9 Rates Fringes  
0 POLK COUNTY:  
1  
2 CEMENT MASONS (Treatment Plants) 18.35 5.80  
3 -----  
4  
5 PLAS6330W 05/01/2000  
6 Rates Fringes  
7 BENTON, CLAY & POLK COUNTIES:  
8  
9 PLASTERERS 17.75 4.65  
0 -----  
1  
2 PLUM0006E 08/01/2000  
3 Rates Fringes  
4 HOUSTON COUNTY:  
5  
6 PIPEFITTERS; PLUMBERS; & STEAMFITTERS:  
7 Mechanical Contracts Up to  
8 \$75,000.00 22.00 7.85  
9 All Other Mechanical Contracts 27.51 7.85  
0  
1 OLMSTED COUNTY:  
2  
3 PIPEFITTERS; PLUMBERS; &  
4 STEAMFITTERS 22.00 7.85  
5 -----  
6  
7 PLUM0011H 05/01/2000  
8 Rates Fringes  
9 ST. LOUIS COUNTY (South of an east-west line drawn through  
0 Cotton):  
1  
2 PIPEFITTERS; PLUMBERS; &  
3 STEAMFITTERS 24.40 9.20  
4 -----

5  
 6 PLUM0015E 05/01/2000  
 7 Rates Fringes  
 8 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (East of a line  
 9 running northeasterly from the point of Wright County that lies  
 0 furthest north to that point of Mille Lacs County that is south  
 1 by west) & WRIGHT COUNTIES:

2  
 3 PLUMBERS 27.70 9.17+a  
 4

5 FOOTNOTE:  
 6 a. 1 Paid Holiday: Labor Day  
 7 -----

8  
 9 PLUM0015I 06/01/1999  
 0 Rates Fringes  
 1 BENTON & STEARNS COUNTIES:

2  
 3 PLUMBERS 23.52 8.58+a  
 4

5 FOOTNOTE:  
 6 a. 1 Paid Holiday: Labor Day  
 7 -----

8  
 9 PLUM0034E 05/01/2000  
 0 Rates Fringes  
 1 CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES:

2  
 3 PLUMBERS 27.83 9.10+a  
 4

5 FOOTNOTE:  
 6 a. 1 Paid Holiday: Labor Day  
 7 -----

8  
 9 PLUM0126E 05/15/2000  
 0 Rates Fringes  
 1 CLAY & POLK COUNTIES:

2  
 3 PLUMBERS & STEAMFITTERS:  
 4 Mechanical Projects, excluding  
 5 Sheet Metal, Fire Protection &  
 6 Pipe Insulation of Up to  
 7 \$2,000,000.00 23.72 7.78  
 8

9 Mechanical Projects, excluding  
 0 Sheet Metal, Fire Protection &  
 1 Pipe Insulation of \$2,000,000.00  
 2 & Above 26.12 7.78  
 3 -----

4  
 5 PLUM0417B 06/01/2000  
 6 Rates Fringes  
 7 ANOKA, DAKOTA, HENNEPIN, RAMSEY, SCOTT & WASHINGTON COUNTIES:

8  
 9 SPRINKLER FITTERS 27.97 10.87+a  
 0

1 FOOTNOTE:  
 2 a. 6 Paid Holidays: Memorial Day; July 4th; Friday before  
 3 Labor Day; Labor Day; Columbus Day; & Thanksgiving Day  
 4 -----

5  
 6 PLUM0455F 05/01/2000  
 7 Rates Fringes

8 CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES:

9			
0	PIPEFITTERS & STEAMFITTERS	28.73	8.92
1	-----		

2  
3 PLUM0539G 05/01/2000

4 Rates Fringes  
5 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (East of a line  
6 running North-Easterly from point of Wright Co. lies furthest  
7 North to point of Mille Lacs that is South by West) & WRIGHT  
8 COUNTIES:

9			
0	PIPEFITTERS	26.35	11.28
1	-----		

2  
3 PLUM0539L 05/01/2000

4 Rates Fringes  
5 BENTON, SHERBURNE (West of a line running North-Easterly from  
6 point of Wright Co. lies furthest North to point of Mille Lacs  
7 that is South by West) & STEARNS COUNTIES:

8			
9	PIPEFITTERS	22.04	11.83
0	-----		

1  
2 PLUM0589E 06/01/2000

3 Rates Fringes  
4  
5 ST. LOUIS COUNTY (North of an East-West line drawn through  
6 Cotton):

7			
8	PIPEFITTERS; PLUMBERS; &		
9	STEAMFITTERS	22.04	10.97
0	-----		

1  
2 ROOF0096U 06/01/1998

3			
4	ROOFERS:		
5	HOUSTON COUNTY	16.01	3.92
6	OLMSTED COUNTY	17.34	3.92
7	-----		

8  
9 ROOF0096V 07/01/2000

0 Rates Fringes  
1 ST. LOUIS COUNTY (South of Hwy 16, excluding city of Forbes):

2			
3	ROOFERS	22.20	7.15
4	-----		

5  
6 ROOF0096W 05/01/2000

7 Rates Fringes  
8 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI (South of State  
9 Highway #95, including Cambridge), RAMSEY, SCOTT, WASHINGTON &  
0 WRIGHT (South of County Road #39) COUNTIES:

1			
2	ROOFERS	24.94	7.63+a
3			

4 FOOTNOTE:  
5 a. 1 Paid Holiday: Labor Day

6 -----  
7  
8 ROOF0096X 06/01/2000

9 Rates Fringes  
0 BENTON, ISANTI (North of State Highway #95, excluding Cambridge),

1 SHERBURNE, STEARNS & WRIGHT (North of Wright County Road #39,  
 2 from South Haven to Monticello, including both towns) COUNTIES:

3  
 4 ROOFERS 21.50 5.45  
 5 -----

6  
 7 ROOF0096Y 05/01/2000  
 8 Rates Fringes  
 9 ST. LOUIS COUNTY (Northern two-thirds):

0  
 1 ROOFERS 18.20 5.20  
 2 -----

3  
 4 ROOF0214B 04/01/1998  
 5 Rates Fringes  
 6 CLAY & POLK COUNTIES:

7  
 8 ROOFERS 10.83  
 9 -----

0  
 1 SFMN0669D 04/01/2000  
 2 Rates Fringes  
 3 BENTON, CARVER, CHISAGO, CLAY, HOUSTON, ISANTI, OLMSTED, POLK,  
 4 SHERBURNE, ST. LOUIS, STEARNS & WRIGHT COUNTIES:

5  
 6 SPRINKLER FITTERS 25.01 7.95  
 7 -----

8  
 9 SHEE0010W 05/01/2000  
 0 Rates Fringes  
 1 ST. LOUIS COUNTY (Southern one-third):

2  
 3 SHEET METAL WORKERS 24.28 9.88  
 4 -----

5  
 6 SHEE0010X 05/01/1999  
 7 Rates Fringes  
 8 ST. LOUIS COUNTY (Northern two-thirds):

9  
 0 SHEET METAL WORKERS 22.19 8.90  
 1 -----

2  
 3 SHEE0010Y 05/01/2000  
 4 Rates Fringes  
 5 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,  
 6 WASHINGTON & WRIGHT COUNTIES:

7  
 8 SHEET METAL WORKERS 27.28 9.94+a  
 9

0 FOOTNOTE:  
 1 a. 1 Paid Holiday: Labor Day  
 2 -----

3  
 4 SHEE0010Z 05/01/2000  
 5 Rates Fringes

6 OLMSTED COUNTY:  
 7  
 8 SHEET METAL WORKERS 24.56 7.90  
 9 -----

0  
 1 SHEE1000A 05/01/1999  
 2 Rates Fringes

3 HOUSTON COUNTY:

4  
5 SHEET METAL WORKERS:  
6 Sheet Metal Installations of  
7 \$50,000.00 & Under 17.53 6.49  
8 All Other Work 19.69 6.49  
9 -----  
0  
1 SHEE1000B 05/01/2000  
2 Rates Fringes  
3 BENTON, SHERBURNE & STEARNS COUNTIES:  
4  
5 SHEET METAL WORKERS 23.96 8.97  
6 -----  
7  
8 SHEE1000C 01/01/1997  
9 Rates Fringes  
0 POLK COUNTY:  
1  
2 SHEET METAL WORKERS 15.67 4.49  
3 -----  
4  
5 SHEE1000E 07/01/1998  
6 Rates Fringes  
7 CLAY COUNTY:  
8  
9 SHEET METAL WORKERS 14.94 4.18  
0 -----  
1  
2 TEAM0132F 05/01/2000  
3 Rates Fringes  
4 CHISAGO (Northern half) & ISANTI COUNTIES:  
5  
6 TRUCK DRIVERS (Treatment Plants) 23.08  
7 -----  
8  
9 TEAM0160I 05/01/2000  
0 Rates Fringes  
1 TRUCK DRIVERS (Heavy, Sewer & Water Lines):  
2  
3 ANOKA, CARVER, CHISAGO (S. of T. 34-N), DAKOTA, HENNEPIN, RAMSEY,  
4 ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:  
5  
6 GROUP 1 19.80 5.70  
7 GROUP 2 19.25 5.70  
8 GROUP 3 19.15 5.70  
9 GROUP 4 18.90 5.70  
0  
1 BENTON, CHISAGO (N. of T. 34-N), CLAY, ISANTI, POLK & STEARNS  
2 COUNTIES:  
3  
4 GROUP 1 16.32 5.70  
5 GROUP 2 15.81 5.70  
6 GROUP 3 15.66 5.70  
7 GROUP 4 15.66 5.70  
8  
9 HOUSTON & OLMSTED COUNTIES:  
0  
1 GROUP 1 18.00 5.70  
2 GROUP 2 17.45 5.70  
3 GROUP 3 17.35 5.70  
4 GROUP 4 17.15 5.70  
5  
6 TRUCK DRIVER CLASSIFICATIONS

7  
8 GROUP 1 - Boom; Mechanic; Off-Road, including Articulated Dump  
9 Truck; Tractor Trailer; Truck Driver (Operation of Hand & Power  
0 Operated Winch); & Winches  
1  
2 GROUP 2 - Tri Axles (Including Four Axles)  
3  
4 GROUP 3 - Bituminous Distributor; Bituminous Distributor (One  
5 man operation); Tandem Axles; & Single Axles  
6  
7 GROUP 4 - Bituminous Distributor Spray Operator (Rear End  
8 Oiler); Dumpman; Pilot Car; Self-propelled Packer; Slurry  
9 Operator; Tank Truck Tender (Gas, Oil, Road Oil & Water);  
0 Tractor Operator (Wheel type used for any purpose)

1  
2 THE FOLLOWING CLASSIFICATIONS SHALL COME UNDER THE APPROPRIATE  
3 AXLE RATE WAGE GROUP:  
4 "A" Frame; Dry Batch Hauler; Ready-Mix Concrete; Slurry;  
5 Tank (Gas, Oil, Road Oil & Water)  
6

7  
8 TEAM0221D 05/30/1998

	Rates	Fringes
0 LANDSCAPE - SOD, TREES, SHRUBS & BLACK DIRT:		
1 Single Axles & Farm Tractors	12.15	4.00
2 Tandem Axles	12.30	4.00
3 Truck-Train Combination	12.45	4.00

4

5  
6 TEAM0346D 05/01/1998

	Rates	Fringes
8 ANOKA, CARVER, CHISAGO (Southern half), DAKOTA, HENNEPIN, RAMSEY, 9 ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
0 TRUCK DRIVERS (Treatment Plants):		
1 GROUP 1 - Boom Truck Operator	19.55	4.50
2 GROUP 2 - Ready-Mix; Tractor-Trailer	19.00	4.50
3 GROUP 3 - Mechanic; Fork Lift 4 Operator; & Tandem or 3 Axles	18.90	4.50
5 GROUP 4 - Farm Tractor; Single or 6 2 Axles; & Dumps	18.65	4.50

8

9  
0 TEAM0405C 05/01/1999

	Rates	Fringes
1 HOUSTON COUNTY:		
2 TRUCK DRIVERS (Treatment Plants)	15.49	
3 OLMSTED COUNTY:		
4 TRUCK DRIVERS (Treatment Plants)	16.94	

9

0  
1 TEAM0563C 05/01/1999

	Rates	Fringes
2 BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES:		
3 TRUCK DRIVERS (Treatment Plants):		
4 Total Construction Projects of 5 Over \$950,000.00	15.59	
6 Total Construction Projects		

9

0 Under \$950,000.00 13.84

1 -----

2

3 TEAM0580C 04/19/1999

4 Rates Fringes

5 CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:

6 TRUCK DRIVERS (Treatment Plants) 14.05

7 -----

8

9 TEAM1097B 05/01/1999

0 Rates Fringes

1 POLK COUNTY (Excluding the city limits of East Grand Forks):

2 TRUCK DRIVERS (Treatment Plants):

3 Under \$760,000.00, including

4 Mechanical & Electrical 11.86

5 \$760,000.00 & Over, including

6 Mechanical & Electrical 13.95

7 -----

8 WELDERS - Receive rate prescribed for craft performing operation

9 to which welding is incidental.

0 =====

1 Unlisted classifications needed for work not included within

2 the scope of the classifications listed may be added after

3 award only as provided in the labor standards contract clauses

4 (29 CFR 5.5(a)(1)(v)).

5 -----

6 In the listing above, the "SU" designation means that rates

7 listed under that identifier do not reflect collectively

8 bargained wage and fringe benefit rates. Other designations

9 indicate unions whose rates have been determined to be

0 prevailing.

1

2 WAGE DETERMINATION APPEALS PROCESS

3

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

5 be:

6 \* an existing published wage determination

7 \* a survey underlying a wage determination

8 \* a Wage and Hour Division letter setting forth a

9 position on a wage determination matter

0 \* a conformance (additional classification and rate)

1 ruling

2

3 On survey related matters, initial contact, including requests

4 for summaries of surveys, should be with the Wage and Hour

5

6 Regional Office for the area in which the survey was conducted

7 because those Regional Offices have responsibility for the

8 Davis-Bacon survey program. If the response from this initial

9 contact is not satisfactory, then the process described in 2.)

0 and 3.) should be followed.

1

2 With regard to any other matter not yet ripe for the formal

3 process described here, initial contact should be with the Branch

4 of Construction Wage Determinations. Write to:

5

6 Branch of Construction Wage Determinations

7

8

9

0

3 Wage and Hour Division  
4 U. S. Department of Labor  
5 200 Constitution Avenue, N. W.  
6 Washington, D. C. 20210  
7

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

2  
3 Wage and Hour Administrator  
4 U.S. Department of Labor  
5 200 Constitution Avenue, N. W.  
6 Washington, D. C. 20210  
7

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

2  
3 3.) If the decision of the Administrator is not favorable, an  
4 interested party may appeal directly to the Administrative Review  
5 Board (formerly the Wage Appeals Board). Write to:

6  
7 Administrative Review Board  
8 U. S. Department of Labor  
9 200 Constitution Avenue, N. W.  
0 Washington, D. C. 20210  
1

2 4.) All decisions by the Administrative Review Board are final.

3 END OF GENERAL DECISION

General Decision Number WI000019 Superseded General Decision No. WI990019

State: Wisconsin

Construction Type:  
 HEAVY

County(ies):  
 STATEWIDE

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines), AND HOPPER DREDGE PROJECTS

Modification Number	Publication Date
0	02/11/2000
1	06/02/2000
2	06/30/2000
3	08/18/2000
4	11/03/2000

COUNTY(ies):  
 STATEWIDE

\* BOIL0107A 07/01/2000

	Rates	Fringes
BOILERMAKERS	24.25	10.67
SMALL BOILER REPAIR (Under 25,000 lbs/hour)	19.40	7.20

BRWI0000A 06/01/2000

	Rates	Fringes
AREA 1: BAYFIELD, DOUGLAS, PRICE, SAYER, AND WASHBURN COUNTIES CEMENT MASONS	22.45	8.00
AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, RICHLAND, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES CEMENT MASONS	21.35	6.60
AREA 3: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES CEMENT MASONS	21.40	8.05
AREA 4: KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES CEMENT MASONS	22.05	7.40

BRWI0001B 06/01/2000

	Rates	Fringes
CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEALEAU, AND VERNON COUNTIES BRICKLAYERS	22.69	7.90

BRWI0002B 06/01/2000

	Rates	Fringes
ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES BRICKLAYERS	24.61	7.88

BRWI0003B 06/01/2000

	Rates	Fringes
BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES BRICKLAYERS	22.62	7.97

BRWI0004B	06/01/2000		
		Rates	Fringes
KENOSHA, RACINE, AND WALWORTH COUNTIES			
BRICKLAYERS		25.56	8.05
-----			
BRWI0006B	06/01/2000		
		Rates	Fringes
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES			
BRICKLAYERS		22.94	7.65
-----			
BRWI0007B	06/01/2000		
		Rates	Fringes
GREEN, LAFAYETTE, AND ROCK COUNTIES			
BRICKLAYERS		24.29	7.90
-----			
BRWI0008B	06/01/2000		
		Rates	Fringes
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES			
BRICKLAYERS		27.13	7.05
-----			
BRWI0009B	06/01/2000		
		Rates	Fringes
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES			
BRICKLAYERS		22.62	7.97
-----			
BRWI0011C	06/01/2000		
		Rates	Fringes
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES			
BRICKLAYERS		22.62	7.97
-----			
BRWI0013B	06/01/2000		
		Rates	Fringes
DANE, GRANT, IOWA, AND RICHLAND COUNTIES			
BRICKLAYERS		24.08	8.20
-----			
BRWI0019B	06/01/2000		
		Rates	Fringes
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES			
BRICKLAYERS		23.04	7.55
-----			
BRWI0021B	06/01/2000		
		Rates	Fringes
DODGE AND JEFFERSON COUNTIES			
BRICKLAYERS		24.32	7.85
-----			
BRWI0034B	06/01/2000		
		Rates	Fringes
COLUMBIA AND SAUK COUNTIES			
BRICKLAYERS		24.48	7.80
-----			
* CARP0087A	05/01/2000		
		Rates	Fringes
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES			
CARPENTERS & PILEDRIVER MEN		23.84	9.00
-----			
* CARP0161D	06/01/2000		
		Rates	Fringes
KENOSHA COUNTY			
CARPENTERS		23.11	8.21

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* CARP0161E	06/01/2000	
	Rates	Fringes
RACINE COUNTY		
CARPENTERS	23.61	7.71
-----		
CARP0252B	06/01/2000	
	Rates	Fringes
ADAMS, ASHLAND, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GREEN LAKE, IRON, JACKSON, JUNEAU, KEWAUNEE, LA CROSSE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RUSK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEALEAU, VERNON, VILAS, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES		
CARPENTERS	22.11	6.93
MILLWRIGHTS	23.66	6.93
PILEDRIVERMEN	22.61	6.93
FLORENCE COUNTY (Area bordering Michigan State Line), and MARINETTE COUNTY (Northeast part)		
CARPENTERS	19.41	4.45
MILLWRIGHTS	21.09	5.12
PILEDRIVER MEN	19.41	4.45
-----		
CARP0264B	06/01/2000	
	Rates	Fringes
COLUMBIA, CRAWFORD, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES		
CARPENTERS	21.96	7.12
MILLWRIGHTS	23.61	7.12
PILEDRIVERS	22.46	7.12
-----		
CARP0264C	06/01/2000	
	Rates	Fringes
MILWAUKEE, OZAUKEE, WAUKESHA, AND WASHINGTON COUNTIES		
CARPENTERS	24.85	7.73
-----		
CARP0361D	05/01/2000	
	Rates	Fringes
BAYFIELD (Western 1/3) AND DOUGLAS COUNTIES		
CARPENTERS & PILEDRIVERMEN	21.09	8.98
-----		
* CARP2337A	06/01/2000	
	Rates	Fringes
MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES		
PILEDRIVER MEN	24.34	10.03
KENOSHA COUNTY		
PILEDRIVER MEN	21.56	10.03
RACINE COUNTY (East of Hwy 75)		
PILEDRIVER MEN	21.86	9.63
JEFFERSON (South of I-94), RACINE (West of Hwy 75), AND WALWORTH COUNTIES		
PILEDRIVER MEN	23.01	8.63
DODGE AND JEFFERSON (North of I-94) COUNTIES		
PILEDRIVER MEN	23.01	8.63
-----		
* CARP2337C	06/01/2000	
	Rates	Fringes
MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES		
MILLWRIGHTS	22.57	10.13

KENOSHA COUNTY		
MILLWRIGHTS	21.52	9.93
RACINE COUNTY (Area East of Hwy 75)		
MILLWRIGHTS	21.42	9.93
JEFFERSON (South of I-94), RACINE (Area West of Hwy 75), AND WALWORTH COUNTIES		
MILLWRIGHTS	22.62	8.88
DODGE AND JEFFERSON (North of I-94) COUNTIES		
MILLWRIGHTS	23.12	8.18

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 \* ELEC0014B 06/01/2000

	Rates	Fringes
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPPEALEAU, VERNON, AND WASHBURN COUNTIES		
ELECTRICIANS	22.80	27.8%+2.94

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 \* ELEC0127B 09/01/2000

	Rates	Fringes
KENOSHA COUNTY		
ELECTRICIANS	26.71	23.8%+3.00

-----  
 ELEC0158B 06/01/2000

	Rates	Fringes
BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES		
ELECTRICIANS	23.62	22.75%+2.96

-----  
 ELEC0159D 06/01/2000

	Rates	Fringes
COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES		
ELECTRICIANS	25.11	9.41

-----  
 ELEC0219D 06/01/2000

	Rates	Fringes
FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)		
ELECTRICIANS:		
Electrical contracts under \$90,000	20.46	7.11
Electrical contracts over \$90,000	23.86	10.22

-----  
 ELEC0242E 06/01/2000

	Rates	Fringes
DOUGLAS COUNTY		
ELECTRICIANS	27.76	33%

-----  
 ELEC0388B 06/01/2000

	Rates	Fringes
ADAMS, CLARK (Colby, Fremont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA,		

PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES

ELECTRICIANS	23.30	8.51
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ELEC0430B 06/01/2000

	Rates	Fringes
RACINE COUNTY (Except Burlington Township)		
ELECTRICIANS	26.09	26.5%+3.00

ELEC0494E 06/01/2000

	Rates	Fringes
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
ELECTRICIANS	25.29	11.67

ELEC0494F 06/01/2000

	Rates	Fringes
CALUMET (Township of New Holstein), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES		
ELECTRICIANS	22.84	11.26

ELEC0577C 06/01/2000

	Rates	Fringes
CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES		
ELECTRICIANS	23.67	23.3%+3.00

ELEC0890C 06/01/2000

	Rates	Fringes
DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES		
ELECTRICIANS	25.43	20.55%+2.75

\* ELEC0953A 06/01/2000

	Rates	Fringes
LINE CONSTRUCTION:		
Lineman	26.26	2.10+25.75%
Equipment Operator	21.01	2.10+25.75%
Heavy Groundman Driver	18.38	2.10+25.75%
Light Groundman Driver	17.07	2.10+25.75%
Groundman	14.44	2.10+25.75%

ENGI0139E 06/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.67	10.00
GROUP 2	25.17	10.00
GROUP 3	24.67	10.00
GROUP 4	24.41	10.00
GROUP 5	24.12	10.00
GROUP 6	23.91	10.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS  
 GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.  
 GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and backhoes (excavators) having a manufacturers rated capacity of 3 cubic yards and over;

caisson rigs; pile driver; dredge operator; dredge engineer  
GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; backhoes (excavators) having a manufacturer's rated capacity of under 3 cu yds; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussive or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist  
GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner  
GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator  
GROUP 6: Oiler; pump (over 3 inches)

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ENGI0139I 06/01/2000

	Rates	Fringes
STATEWIDE EXCEPT KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES		
POWER EQUIPMENT OPERATORS (LOCK AND DAM WORK):		
GROUP 1	25.57	10.00
GROUP 2	25.07	10.00
GROUP 3	24.57	10.00
GROUP 4	24.04	10.00
GROUP 5	21.97	10.00
GROUP 6	21.34	10.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.  
GROUP 2: Backhoes (Excavators) having a manufacturer's rated capacity of 3 cu yd and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver  
GROUP 3: Backhoes (Excavators) under 3 cu yd; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter

Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs  
 GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic  
 Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over  
 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and  
 Paver Operator; Screed-Milling Machine; Roller over 5 tons;  
 Concrete and Grout Pumps; Hydro Blaster, 10,000 psi and over;  
 Rotary Drill Operator; Percussion Drilling Machine; Air Track  
 Drill with or without integral hammer; Blaster; Boring Machine  
 (vertical or horizontal); Side Boom; Trencher, wheel type or  
 chain type having 8 inch or larger bucket; Rail Leveling Machine  
 (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler;  
 Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists;  
 Mechanic and Welder

GROUP 5: Tractor, Bulldozer, or End Loader (over 40 hp); Tampers  
 -Compactors, riding type; Stump Chipper, large; Roller, Rubber  
 Tire; Backfiller; Trencher, chain type (bucket under 8 inch);  
 Concrete Auto Breaker, large; Concrete Finishing Machine (road  
 type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete  
 Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers,  
 small; Brooms and Sweepers; Lift Slab Machine; Roller under 5  
 tons; Industrial Locomotives; Fireman (Pile Drivers and  
 Derricks); Pumps (well points); Hoists, automatic; A-Frames and  
 Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges  
 and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial  
 Tractor mounted equipment; Post Hole Digger; Auger (vertical and  
 horizontal); Skid Steer Loader with or without attachments;  
 Robotic Tool Carrier with or without attachments; Power Pack  
 Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt  
 Plants); Screed Operator; Stone Crushers and Screening Plants;  
 Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines;  
 Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze  
 Machine; Boiler Operators (temporary heat) Forklifts; Welding  
 Machines; Generators, over or under 150 kw; Compressors, under  
 400 CFM; Heaters, Mechanical; Combination small equipment  
 operator; Winches, small electric; Oiler; Greaser; Conveyor;  
 Elevator Operator

-----  
 IRON0008B 06/01/2000

	Rates	Fringes
BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:		
IRONWORKERS	23.16	10.48

-----  
 IRON0008D 06/01/2000

	Rates	Fringes
KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES		
IRONWORKERS	24.97	10.48

-----  
 IRON0383A 06/01/2000

	Rates	Fringes
ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (EXCLUDING S.E. TIP), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES:		
IRONWORKERS	23.30	9.86

-----  
 IRON0498E 06/01/2000

	Rates	Fringes
--	-------	---------

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
 WALWORTH (S.W. 2/3) COUNTIES:

IRONWORKERS	27.00	13.475
-------------	-------	--------

-----  
 IRON0512H 05/01/2000

	Rates	Fringes
BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK (S.W. half), ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES		
IRONWORKERS	27.15	9.94

-----  
 IRON0563D 05/01/2000

	Rates	Fringes
ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN (E. 1/4), ONEIDA, PRICE, RUSK (N.E. half), SAWYER, VILAS AND WASHBURN COUNTIES		
IRONWORKERS	22.13	11.35

-----  
 LABO0113B 06/01/2000

	Rates	Fringes
MILWAUKEE AND WAUKESHA COUNTIES LABORERS:		
GROUP 1	18.60	8.04
GROUP 2	18.75	8.04
GROUP 3	18.95	8.04
GROUP 4	19.10	8.04
GROUP 5	19.25	8.04
GROUP 6	20.61	8.04
GROUP 7	21.06	8.04
GROUP 8	21.83	8.04
GROUP 9	15.09	8.04

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition  
 and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder;  
 Landscaper; Multiplate Culvert Assembler; Stone Handler;  
 Bituminous Worker (Shoveler, Loader, and Utility Man); Batch  
 Truck Dumper or Cement Handler; Bituminous Worker (Dumper,  
 Ironer, Smoother, and Tamper); Concrete Handler  
 GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement);  
 Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw  
 Operator; Demolition Burning Torch Laborer  
 GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
 (Curb, Sidewalk, and Pavement); Strike Off Man  
 GROUP 4: Line and Grade Specialist  
 GROUP 5: Blaster and Powderman  
 GROUP 6: Topman (Sewer and Water)  
 GROUP 7: Bottomman (Sewer and Water)  
 GROUP 8: Pipelayer (Sewer and Water)  
 GROUP 9: Flagperson; traffic control person

-----  
 LABO0113C 06/01/2000

	Rates	Fringes
OZAUKEE AND WASHINGTON COUNTIES LABORERS:		
GROUP 1	17.85	8.04
GROUP 2	17.95	8.04
GROUP 3	18.00	8.04
GROUP 4	18.20	8.04
GROUP 5	18.05	8.04
GROUP 6	20.64	8.04
GROUP 7	21.06	8.04
GROUP 8	21.83	8.04
GROUP 9	14.94	8.04

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler  
 GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);  
 GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man  
 GROUP 4: Line and Grade Specialist  
 GROUP 5: Blaster; powderman  
 GROUP 6: Topman (Sewer and Water)  
 GROUP 7: Bottom Man (Sewer and Water)  
 GROUP 8: Pipelayer (sewer & water)  
 GROUP 9: Flagperson and Traffic Control Person

LABO0140C 06/01/2000

BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, LA CROSSE, MONROE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

LABORERS:

	Rates	Fringes
GROUP 1	18.64	5.81
GROUP 2	19.09	5.81

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; caisson top man; cement and concrete workers; handling of precast concrete decking products; terrazzo and tile laborers; wreckers; railroad work; power buggy; powered sweepers; form strippers; form oiler; form cleaner; concrete dump men; pit man; signal man; scaffold builder; hod carrier; torch man; concrete saw; mud jack; air drill; fork lift operator; flagman and water boy Jack hammer; air spade; roofing laborer; mortar and plaster mixers; plaster and concrete pump; nozzle man; gunnite man; creosote workers  
 Swing or stage scaffold on chimney and tower Drill operators tunnel and caisson  
 GROUP 2: Pipelayers

LABO0237C 06/01/2000

KENOSHA AND RACINE COUNTIES

LABORERS:

	Rates	Fringes
GROUP 1	20.16	7.16
GROUP 2	20.31	7.16

LABORERS CLASSIFICATIONS

GROUP 1: Tending to carpenters; stripping of forms; cleaning lumber; oiling lumber and forms; pouring, puddling and spreading of concrete; laying and pulling wire mesh; excavating for buildings; cleaning of debris; handling of rods or steel for reinforcement; shoring and moving of buildings; operating vibrators, air spades, and all other pneumatic or electric tools; mechanical concrete buggies; prime buggies; forklifts; concrete pump nozzle man; jack hammer; concrete buster and caisson workers, and on work where both employees are needed to operate same; waterman; and flagman  
 GROUP 2: Tending to and mixing all materials for brick, stone masons, marble and tile setters; building scaffolds; cleaning floors, windows, pipes and tile; plasterer laborer; tending to and mixing all materials for plasterers; drying of plaster when done by salamander heat; building scaffolds and cleaning up after the plasterers; wrecking of buildings of more than one story or where the work is considered hazardous; torch burner;

demolition man

LABO0317B 06/01/2000

Rates Fringes  
BARRON, CHIPPEWA, CLARK (Western half), DUNN, EAU CLAIRE, PEPIN  
PIERCE, POLK, RUSK, ST. CROIX, AND TAYLOR (Western half)

LABORERS:

GROUP 1 18.37 6.01  
GROUP 2 18.42 6.01

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; vibrator operator; gunniteman;  
nozzleman; scaffold builder; wrecking; blaster tender; mesh  
mucker; terrazzo laborer; flagman; plaster tender, sandblaster;  
jackhammer; paving breaker; chipping hammer

GROUP 2: Mason tender

LABO0464D 06/01/2000

Rates Fringes  
COLUMBIA, DANE, IOWA, JEFFERSON (Northern half), SAUK AND  
WALWORTH COUNTIES

LABORERS:

GROUP 1 18.44 6.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Asbestos Laborer; Hod Carrier;  
Mortar Mixer, Hazardous Waste and Landfill workers

LABO0539B 06/01/2000

Rates Fringes  
ADAMS, BROWN, CALUMET, CLARK (Eastern half), DODGE, DOOR,  
FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, LANGLADE  
LINCOLN, MANITOWOC, MARATHON, MARINETTE (excluding Niagara),  
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE  
SHAWANO, SHEBOYGAN, TAYLOR (Eastern half), VILAS, WAUPACA,  
WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

LABORERS:

GROUP 1 17.71 6.01

LABORERS CLASSIFICATIONS

GROUP 1: Construction laborer; form stripper, form oiler  
form cleaner; dump men; pit men; building wrecker; plumber's  
laborer; motorized buggy operator; concrete laborer; air  
spade and chipping hammer; drag tender and signal man; concrete  
pumps and nozzleman; bituminous worker; mesh mucker; skid  
loader; materials mover; plaster tender; hod carrier; dry  
cement handler; kettlemen; vibrator operator; tile setter  
tender; core drill operator; burner on wrecking; air operator;  
sheeting driver; power tamper; creosote worker; mudjack  
operator; bituminous raker and luteman; chipping hammer on  
tank line; mason tender; mortar and plaster mixer; jackhammer  
operator; gunnite man; concrete breaker; jumping jack;  
terrazzo grinder; forklift operator; bobcat operator; precast  
erector; caisson bottom man; work on swinging scaffold; all  
high work including construction demolition in excess of 30 ft  
on free standing industrial chimneys and tower, tanks; skip  
form work and grain elevators; asbestos demolition laborer  
flagman

LABO1050A 06/01/2000

Rates Fringes  
BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

LABORERS:

GROUP 1 18.78 6.31  
GROUP 2 19.03 6.31  
GROUP 3 19.13 6.31

GROUP 4	19.23	6.31
GROUP 5	19.33	6.31

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; concrete work; mason tender; tile setter & terrazzo tenders; demolition and wrecking; roofing tender; underpinning, lagging, bracing, shoring; jack man on slip form; vibrator; landscaping; bituminous worker; asbestos removal laborer; hazardous waste worker; hydro-blaster;

GROUP 2: Buffing machine operator; raker; luteman

GROUP 3: Cement manhole builder; plaster laborer; steel burners; steel form setter; jack hammer; air tools

GROUP 4: Miners tunnels; underground sewers; drilling, blasting and all compressed air work underground or in compression chambers

GROUP 5: Dynamite person

---

LABO1050B 06/01/2000

	Rates	Fringes
ASHLAND COUNTY		
LABORERS:		
GROUP 1	17.33	6.21
GROUP 2	17.58	6.21
GROUP 3	17.68	6.21
GROUP 4	17.78	6.21
GROUP 5	17.88	6.21

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; concrete work; mason tender; tile setter & terrazzo tenders; demolition and wrecking; roofing tender; underpinning, lagging, bracing, shoring; jack man on slip form; vibrator; landscaping; bituminous worker; asbestos removal laborer; hazardous waste worker; hydro-blaster;

GROUP 2: Buffing machine operator; raker; luteman

GROUP 3: Cement manhole builder; plaster laborer; steel burners; steel form setter; jack hammer; air tools

GROUP 4: Miners tunnels; underground sewers; drilling, blasting and all compressed air work underground or in compression chambers

GROUP 5: Dynamite person

---

LABO1440B 06/01/2000

	Rates	Fringes
GREEN, JEFFERSON (Southern part), LAFAYETTE, AND ROCK COUNTIES		
LABORERS:		
GROUP 1	18.42	6.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer, Flagman Power Rammer; Jumping jack; Vibrator Operator; Fork Lift Operator; Concrete Pump Lead Hose Man; Mortar and Plaster Mixer; Air Hammer

---

PAIN0106H 05/01/2000

	Rates	Fringes
ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES		
PAINTERS:		
REPAINT:		
Brush, Roller	20.68	7.08
Spray, Sandblast, Steel	21.28	7.08
NEW:		
Brush, Roller	22.18	7.08
Spray, Sandblast, Steel	22.78	7.08

---

PAIN0108B 06/01/2000

	Rates	Fringes
RACINE COUNTY		
PAINTERS:		
Brush, Roller	20.50	7.40
Spray & Sandblast	21.50	7.40
-----		
PAIN0145D	06/01/1999	
	Rates	Fringes
CALUMET, FOND DU LAC, GREEN LAKE, MANITOWOC, MARQUETTE, OUTAGAMIE, SHAWANO (West of Shawano), SHEBOYGAN, WAUSHARA, WAUPACA, AND WINNEBAGO COUNTIES		
PAINTERS:		
Brush	16.21	3.01
Spray	16.71	3.01
-----		
PAIN0259B	06/01/2000	
	Rates	Fringes
BARRON, BUFFALO, CHIPPEWA, CRAWFORD, DUNN, EAU CLAIRE, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, RUSK, ST CROIX, SAWYER, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES		
PAINTERS:		
Brush	18.40	2.30+5%
Spray, Sandblasting, and work more than 50 ft above ground	19.15	2.30+5%
-----		
* PAIN0337A	06/01/2000	
	Rates	Fringes
BROWN, DOOR, KEWAUNEE, OCONTO, AND SHAWANO (East of the Town of Shawano) COUNTIES		
PAINTERS:		
Brush	17.95	4.35
Spray & Industrial	18.33	4.35
-----		
PAIN0781B	06/01/2000	
	Rates	Fringes
JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
PAINTERS:		
Brush	22.64	7.37
Spray & Sandblast	23.39	7.37
Bridge	22.99	7.37
-----		
PAIN0802B	06/01/2000	
	Rates	Fringes
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES		
PAINTERS:		
Brush	20.70	5.87
Structural Steel, Spray	21.70	5.87
-----		
PAIN0832B	06/01/2000	
	Rates	Fringes
ADAMS, CLARK, FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, WOOD, AND VILAS COUNTIES		
PAINTERS	20.20	4.06
-----		
PAIN0934A	06/01/2000	
	Rates	Fringes
KENOSHA AND WALWORTH COUNTIES		
PAINTERS:		
Brush	20.88	6.56
Structural Steel	21.03	6.56
Spray	21.63	6.56

-----		
PAIN1011C	06/01/2000	
	Rates	Fringes
FLORENCE COUNTY		
PAINTERS	19.10	3.55
-----		
PLUM0011C	05/01/2000	
	Rates	Fringes
ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES		
PLUMBERS	24.40	9.65
-----		
PLUM0075B	06/01/2000	
	Rates	Fringes
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
0		
1	PLUMBERS	27.51 6.79
2	-----	
3		
4	PLUM0075D	06/01/2000
5		Rates Fringes
6	DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES	
7		
8	PLUMBERS & PIPEFITTERS	27.76 6.79
9	-----	
0		
1	PLUM0075I	06/01/2000
2		Rates Fringes
3	COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES	
4		
5	PLUMBERS	27.51 6.79
6	-----	
7		
8	PLUM0118B	06/01/2000
9		Rates Fringes
0	KENOSHA, RACINE, AND WALWORTH COUNTIES	
1		
2	PLUMBERS AND STEAMFITTERS	26.11 8.81
3	-----	
4		
5	PLUM0400C	06/01/2000
6		Rates Fringes
7	ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU	
8	LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except	
9	Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN,	
0	WAUPACA, WAUSHARA, AND WINNEBAGO	
1	COUNTIES	
2		
3	PLUMBERS & PIPEFITTERS	24.75 7.66
4	-----	
5		
6	PLUM0434B	06/01/2000
7		Rates Fringes
8	BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE,	
9	FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE,	
0	LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE,	
1	PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND	
2	WOOD COUNTIES	
3		
4	PLUMBERS & PIPEFITTERS	24.50 7.98
5	-----	
6		
7	PLUM0506G	06/01/2000

8 Rates Fringes

9 MARINETTE COUNTY (Niagara only)

0

1 PLUMBERS & PIPEFITTERS:

2 Jobs where plumbing bid is

3 \$50,000 or less	17.48	10.00
4 All other work	24.03	10.00

5 -----

6

7 TEAM0039B 05/01/2000

8 Rates Fringes

9 TRUCK DRIVERS:

0 2 Axle Trucks	17.83	8.03
1 3 or more axles; Euclids		
2 or Dumptor	17.98	8.03

3

4 -----

5

6 WELL DRILLERS	16.52	3.70
-----------------	-------	------

7

8 -----

9

0 SELF-PROPELLED HOPPER DREDGES:

1

2 DRAG TENDER	8.78	4.23+A
---------------	------	--------

3

4 FOOTNOTE FOR DRAG TENDERS:

5 A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,

6 Memorial Day, Independence Day, Labor Day, Paul Hall's

7 Birthday (August 20), Veteran's Day, Thanksgiving Day,

8 and Christmas Day

9 -----

0

1 WELDERS - Receive rate prescribed for craft performing operation

2 to which welding is incidental.

3 =====

4

5 Unlisted classifications needed for work not included within

6 the scope of the classifications listed may be added after

7 award only as provided in the labor standards contract clauses

8 (29 CFR 5.5(a)(1)(v)).

9 -----

0 In the listing above, the "SU" designation means that rates

1 listed under that identifier do not reflect collectively

2 bargained wage and fringe benefit rates. Other designations

3 indicate unions whose rates have been determined to be

4 prevailing.

5

6 WAGE DETERMINATION APPEALS PROCESS

7

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

9 be:

0

1 \* an existing published wage determination

2 \* a survey underlying a wage determination

3 \* a Wage and Hour Division letter setting forth a

4 position on a wage determination matter

5 \* a conformance (additional classification and rate)

6 ruling

7

8 On survey related matters, initial contact, including requests

9 for summaries of surveys, should be with the Wage and Hour

0 Regional Office for the area in which the survey was conducted

1 because those Regional Offices have responsibility for the  
2 Davis-Bacon survey program. If the response from this initial  
3 contact is not satisfactory, then the process described in 2.)  
4  
5 and 3.) should be followed.

6  
7 With regard to any other matter not yet ripe for the formal  
8 process described here, initial contact should be with the Branch  
9 of Construction Wage Determinations. Write to:

0  
1 Branch of Construction Wage Determinations  
2 Wage and Hour Division  
3 U. S. Department of Labor  
4 200 Constitution Avenue, N. W.  
5 Washington, D. C. 20210  
6

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

1  
2 Wage and Hour Administrator  
3 U.S. Department of Labor  
4 200 Constitution Avenue, N. W.  
5 Washington, D. C. 20210  
6

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

1  
2 3.) If the decision of the Administrator is not favorable, an  
3 interested party may appeal directly to the Administrative Review  
4 Board (formerly the Wage Appeals Board). Write to:

5  
6 Administrative Review Board  
7 U. S. Department of Labor  
8 200 Constitution Avenue, N. W.  
9 Washington, D. C. 20210  
0

1 4.) All decisions by the Administrative Review Board are final.

2 END OF GENERAL DECISION

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SECTION 02482

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SECTION 02482

RECREATION ACCESS DREDGING

PART 1 GENERAL

1.1 SCOPE

This project consists of dredging material from several locations in Pool 8 of the Upper Mississippi River in preparation for a planned pool drawdown. The limits of work for the sites to be dredged is defined in the contract drawings. Descriptions of the dredging sites and dredge material placement sites are included in this scope of work in paragraphs 3.5 and 3.6, and associated subparagraphs.

1.2 APPLICABLE PUBLICATIONS

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

U.S. Army Corps of Engineers, Engineering Manual (EM)

EM 385-1-1 Safety and Health Requirements Manual,  
September 1996.

46 CFR Code of Federal Regulations

1.3 SUBMITTALS

The following shall be submitted as specified:

Sounding Records

Four copies of the Contractor's post dredge sounding records shall be submitted to the Contracting Officer within 7 days following completion of dredging at each site.

Work Plan

Four copies of the Contractor's work plan shall be submitted to the Contracting Officer 7 days prior to the beginning of physical work. The work plan shall include the sequence of work, planned disposal locations, equipment and personnel required, method of dredging and an approximate work schedule. Any changes to the accepted work plan shall be coordinated with the Contracting Officer.

#### Accident Prevention Plan

Four copies of the Contractor's Accident Prevention Plan shall be submitted to the Contracting Officer 7 days prior to the beginning of physical work. The Accident Prevention Plan shall be site specific and shall comply with the requirements of EM 385-1-1, Appendix A.

#### Environmental Protection Plan

Four copies of the Contractor's Environmental Protection Plan shall be submitted to the Contracting Officer 7 days prior to the beginning of physical work. The plan shall detail the Contractor's procedures for complying with all applicable Federal, State and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract.

#### Daily Quality Control Report

One copy of the Contractor's Daily Quality Control Report shall be submitted to the Contracting Officer as required in paragraph 1.4.1 Quality Control Records.

### 1.4 QUALITY CONTROL

The Contractor shall establish and maintain a quality control system to assure compliance with the requirements of this contract. Records shall be kept and maintained of quality control performed for all work under this contract. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract to include preparatory and initial inspections for dredging and disposal operations.

#### 1.4.1 Quality Control Records

Complete records of the inspection work performed by the Contractor shall be maintained and made available to the Government during the life of this contract. A Daily Quality Control Report shall be furnished to the Contracting Officer each calendar day work is performed. This report shall include, but not be limited to, the following:

- a. Weather conditions
- b. Inspections and tests
- c. Problems identified
- d. Corrective actions taken
- e. Written / verbal instructions from Government personnel
- f. Contractor's personnel on site
- g. Contractor's equipment on site

### 1.5 SPILL CONTROL PLAN

The Contractor shall include as part of the Environmental Protection Plan, a spill control plan. The plan shall include the procedures, instruction and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-know Act or regulated under State or local laws or regulations. The spill control plan supplements the requirements of EM 385-1-1.

### 1.6 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

#### 1.6.1 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters.

#### 1.6.2 Protection of Fish and Wildlife Facilities

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife facilities.

#### 1.6.3 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State and local laws and regulations

#### 1.6.4 Sewage and Bilge Water Disposal

The Contractor's methods for disposal of sanitary sewage and bilge water accumulated aboard floating plant equipment shall meet applicable Federal, State and local requirements.

### 1.7 MEASUREMENT AND PAYMENT

All bid items will be reviewed by the Government for unbalancing prior to award in accordance with Schedule Note 5. The work of this purchase order will be measured for payment as follows:

#### 1.7.1 Mobilization and Demobilization

Mobilization and demobilization for French Slough, West Channel and Harbor Lights will not be measured for payment. All costs associated with mobilization and demobilization for these locations shall be included in the price bid for dredging.

##### 1.7.1.1 Optional Bid Item

Mobilization to Bluff Slough and Goose Island Area is considered an optional bid item. If one or more of the options for Bluff Slough Site 3, Bluff Slough Site 4 or Goose Island Site 1 are exercised, the option for Mobilization to Bluff Slough and Goose Island Area will automatically be exercised and will be paid on a lump sum basis, complete. All costs associated with mobilization and demobilization to and from the Bluff Slough / Goose Island Area shall be included in the price bid for Mobilization to Bluff Slough and Goose Island Area.

#### 1.7.2 Dredging

Dredging shall be paid on a lump sum basis, complete. Dredging locations will be clear swept to the identified project depth. The Contractor shall account for any overdepth dredging necessary to attain a clear swept condition in the price bid for dredging. Payment under this item shall include all costs for dredging and satisfactory placement of material in the placement area. Payment under this item will also include transportation of material between the dredge site and the placement site.

#### 1.7.2.1 Optional Bid Items

Dredging sites at West Channel, Bluff Slough, Goose Island and Harbor Lights are considered optional bid items. Because each of these dredge sites are unique projects with their own local sponsors, the Government may choose to exercise or not exercise each option based on the interest of the local sponsors.

#### 1.7.2.2 Soundings and Determination of Dredging Quantities

The contract drawings indicate the general location of each dredge cut. Soundings have been taken by the Government to determine the approximate extent of dredging required at each site. The results of these soundings are shown on the drawings. The Contractor is required to dredge the entire area within the defined cut that is shallower than the specified dredging depth, (unless otherwise shown). Post-dredging soundings shall be made by the Contractor within 48 hours after completion of dredging at each site to assure that the designated cut area was dredged to the project depth. In the event the post-dredge soundings show the Contractor has not met the contract requirements, the Government will require the Contractor, at no additional cost to the Government for transportation of plant, to return to the dredge site to complete the work. The Contractor shall submit 1 copy of the post dredge sounding data to the Contracting Officer within 7 calendar days of completion of the dredge cut.

#### 1.8 BIDDING SCHEDULE ITEMS

Bidding schedule items applicable to the work of this section are as follows:

Item (Unit)

French Slough Sites 1 and 2 (LS)

West Channel Sites 3 and 6 (LS)

Mobilization to Bluff Slough and Goose Island Area (LS)

Bluff Slough Site 3 (LS)

Bluff Slough Site 4 (LS)

Goose island Site 1 (LS)

Harbor Lights Site 1 (LS)

Payment / Performance Bonds (LS)

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 GENERAL

### 3.1.1 Definitions

#### 3.1.1.1 Plant

Plant is all marine and land based equipment necessary to accomplish the work.

#### 3.1.1.3 Project Depth

Project depth refers to the dredging depth below the low control point (LCP) and is referenced to mean sea level datum, 4th general adjustment of U.S. level network of 1912.

### 3.1.2 Government Provided Dredge Cut Control Data

The Government will provide the Contractor with control information for each dredge cut on the drawings only.

### 3.1.3 Regulations and Licensing Requirements

Floating plant equipment and personnel shall comply with the applicable U.S. Coast Guard regulations and licensing requirements. Floating plant equipment shall meet the applicable requirements of 46 CFR Chapter 1 Subchapter E and 46 CFR 44.05-10. All land based and floating plant equipment and personnel shall comply with the applicable requirements of EM 385-1-1.

### 3.1.4 Safety

When wheeled or tracked equipment is operated on floating plant, adequate safeguards shall be installed to prevent it from moving off the floating plant in to the water. Such a safeguard shall be a bumper or curb with a minimum height of one-third of the outside diameter of the largest wheel, or shall be a barge tied alongside. Other safeguards may be used if approved.

## 3.2 PLANT

### 3.2.1 General

Plant shall be subject to the inspection of the Contracting Officer at all times. Control of the plant with regards to work days, location of work, and work to be accomplished, including the safe and efficient operation of plant lies with the Contractor.

### 3.2.2 Dredging Equipment

Dredging equipment shall be clamshell, dragline, backhoe, bucket-ladder, or other suitable mechanical equipment on suitable floating plant or hydraulic dredging equipment, subject to the restrictions for the applicable placement areas. Barges and/or conveyors used for transporting dredged material shall be suitably boxed or framed to contain material and to prevent excessive amounts of material from washing into the river.

### 3.2.3 Contractor Furnished Boat

The Contractor shall furnish one motorized boat to transport Government personnel to and from points on shore, from various pieces of plant, and for inspection and supervision, including final examination and acceptance

of all the work. The boat shall be manned with experienced operator and helper and survey crew when surveys are in progress, and shall be of sound construction, of adequate buoyancy, and conform to the applicable requirements of EM 385-1-1.

#### 3.2.4 Land Based Plant

The Contractor shall provide land based plant to unload materials and maintain placement sites. Plant shall be capable of transporting material as required, and placing and shaping material as directed.

### 3.3 MATERIALS

The material to be dredged is composed primarily of silt, sand and gravel. Loose ledge rock, boulders, stumps, and other miscellaneous debris may occur at various sites. The type of materials encountered may require an adjustment in placement methods and equipment. The Government will not pay any additional costs associated with placement of these materials.

#### 3.3.1 Contaminated Dredge Material

The Contractor shall insure that contaminated dredged material is placed in the placement areas in such a manner as to preclude return of run-off water to the river.

### 3.4 PROJECT DEPTH, OVERDEPTH, AND SIDE SLOPES

The actual depth to which a particular site will be dredged is shown on the drawings. The dredging face may vary from 0 feet to 2 feet in various portions of the cut area. Variations in dredging faces shall not be a basis for claims.

#### 3.4.1 Overdepth excavation

Overdepth excavation will not be measured for payment.

#### 3.4.2 Side Slopes

The Contractor shall dredge to the widths shown. All sideslopes resulting from sloughing at the edge of cuts shall be outside of the limits shown.

### 3.5 DREDGING SITES

The general locations of the dredging sites are shown on plates 1 and 2. A description of the dredging sites and the specific dredging requirements at each site are as follows.

#### 3.5.1 French Slough Site 1 (FS1)

This site is located at the confluence of Smith Slough and French Slough. The requirements at this site are to excavate a 25-foot wide channel to elevation 628.0 as shown on plate 3. The estimated dredging requirements at this site are 300 to 350 cubic yards.

#### 3.5.2 French Slough Site 2 (FS2)

This site is located at the confluence of Smith Slough and French Slough. The requirements at this site are to excavate a 25-foot wide channel to elevation 628.0 as shown on plate 4. The estimated dredging requirements

at this site are 600 to 700 cubic yards.

#### 3.5.3 West Channel Site 3 (WC3)

This site is located on the West Channel and consists of dredging a 60' x 300' area to elevation 623.5 as shown on plate 5. The estimated dredging requirements at this site are 800 to 1,200 cubic yards.

#### 3.5.4 West Channel Site 6 (WC6)

This site is located at the lower confluence of the West Channel with the navigation channel and consists of dredging a 50-foot wide channel to elevation 623.5 as shown on plate 6. The estimated dredging requirements at this site are 850 to 950 cubic yards.

#### 3.5.5 Bluff Slough Site 3 (BS3)

This site is located at the confluence of Bluff Slough with Mormon Slough and consists of dredging a 25-foot wide channel to elevation 627.8 as shown on plate 7. The estimated dredging requirements at this site are 250 to 300 cubic yards.

#### 3.5.6 Bluff Slough Site 4 (BS4)

This site is located in the lower reaches of Bluff Slough and consists of dredging a 15-foot wide channel to elevation 627.8 as shown on plate 8. The estimated dredging requirements at this site are 400 to 450 cubic yards.

#### 3.5.7 Goose Island Site 1 (GI1)

This site is located in Mormon Slough a short distance above Goose Island Park and consists of dredging a 25-foot wide channel to elevation 627.6 in two locations as shown on plate 9. The estimated dredging requirements at this site are 900 to 1,000 cubic yards.

#### 3.5.8 Harbor Lights Site 1 (HL1)

This site is located at the Harbor Lights harbor at Brownsville, Minnesota, and consists of dredging a 25-foot wide channel to elevation 624.0 as shown on plate 10. The estimated dredging requirements at this site are 800 to 900 cubic yards.

### 3.6 PLACEMENT OF DREDGED MATERIAL

#### 3.6.1 General

Placement of dredged material in the specified placement sites shall be in accordance with the Federal and State permits obtained by the Government. These permits are available for inspection at the St. Paul District office upon written request. Inquiries should be addressed to:

Lisa Stensrud, Contract Specialist  
U.S. Army Corps of Engineers  
190 E 5th Street  
St. Paul, MN 55101

#### 3.6.2 Placement of Dredge Material

Dredged material shall be placed in a location approved by the Contracting Officer. Dredge material shall not be rehandled in the water unless directed by the Contracting Officer. Direct unloading of barges is mandatory. Material shall be placed in placement areas above the normal high water line to minimize the return of sluice and run-off water to the river. Material spilled in the water during unloading operations shall be removed and placed as specified above.

##### 3.6.2.1 Government specified placement sites

The Contractor shall be responsible for preparation of the placement sites as necessary for equipment access, construction of any berms necessary to contain dredge material, and maintenance of the Government specified placement sites. Maintenance shall include preservation of existing dikes and berms. All dredge material piles shall be free draining and shall be finished to a uniform surface free from mounds and windrows. Upon completion of placement operations the Contractor shall restore the ground area outside the sites to their preconstruction conditions. The Government specified placement sites are those normally used for placement of dredge material, therefore, access to the placement sites should not be a problem.

It is the responsibility of the Contractor to insure that the access is adequate. If dredging is necessary to obtain access to the placement sites it will not be measured for payment, and will be the responsibility of the contractor. The Government Specified Placement Sites listed may be used by the Contractor without charge.

##### Isle la Plume -

The location of the Isle la Plume site is shown on plate 1. This site is approved and available for placement of dredged material from any of the dredging sites. The following conditions apply to use of this site:

- a. The site may be used for mechanically dredged material only. This site cannot be used for the placement of hydraulically dredged material.
- b. The material shall be stockpiled on the site within an area designated by the Government.

##### Brownsville -

The location of the Brownsville site is shown on plate 2. This site is approved and available for placement of material from any of the sites.

The following conditions apply to use of this site:

- a. The site may be used for hydraulically dredged material only. This site cannot be used for the placement of mechanically dredged material.
- b. The material shall be placed on the site within an area designated by the Government.

Above Brownsville -

The location of the Above Brownsville site is shown on plate 2. This site is approved and available for placement of material from any of the sites. The following conditions apply to use of this site:

- a. The site may be used for mechanically dredged material only. This site cannot be used for the placement of hydraulically dredged material.
- b. The material shall be stockpiled on the site within an area designated by the Government.

### 3.6.2.2 Contractor furnished placement sites

If the Contractor elects to furnish its own dredge material placement sites it shall provide the Contracting Officer with a list indicating the location of each site at least 14 calendar days before commencement of work at each site. The Contractor shall also provide written agreement from the landowner stating approval and conditions of placement. Such agreement shall relieve the Government of all responsibility for damages. The Contractor shall be responsible for obtaining all Federal, State, and local permits for Contractor furnished placement sites, and such sites must be approved by the Contracting Officer prior to placement. The Government will not pay any additional costs associated with Contractor furnished placement sites. Material deposited in a Contractor furnished placement site becomes the Contractor's property. The following sites have been identified by the Government as acceptable to the Government subject to the conditions noted. If the Contractor elects to furnish one of these sites, the Contractor would still be responsible for the requirements noted above.

Robers -

The location of the Robers site is shown on plate 1. This site is approved for placement of dredged material from any of the dredging sites. The following conditions apply to use of this site:

- a. The Contractor must obtain approval for use of the site from the property owner and submit written evidence of permission to use the site to the Government prior to using the site. A point of contact for obtaining permission to use the site is:

John Noyes  
F. J. Robers Co.  
816 Bainbridge Street  
La Crosse, Wisconsin 54603  
(608) 784-1711

- b. If the site is used for the placement of hydraulically dredged material, any discharge of dredge carriage water shall contain a suspended solids concentration of less than 80 mg/l suspended solids. Dredge carriage water shall be sampled daily with the sample

representative of the discharge for that date. The Contractor shall notify the Contracting Officer in writing or by calling within 24 hours of each test result that exceeds the water quality limitations specified herein. The written results of testing shall be provided to the Government within 7 calendar days.

Kammel Pit -

The location of the Kammel Pit site is shown on plate 1. This site is approved for placement of dredged material from any of the dredging sites. The following conditions apply to use of this site:

a. The Contractor must obtain approval for use of the site from the property owner and submit written evidence of permission to use the site to the Government prior to using the site. A point of contact for obtaining permission to use the site is:

Donald Humm            or            Russell/Donna Flower  
4000 Kammel Road                    (608) 788-0479  
La Crosse, Wisconsin 54601  
(608) 788-1564

b. If the site is used for the placement of hydraulically dredged material, any discharge of dredge carriage water shall contain a suspended solids concentration of less than 80 mg/l suspended solids. Dredge carriage water shall be sampled daily with the sample representative of the discharge for that date. The Contractor shall notify the Contracting Officer in writing or by calling within 24 hours of each test result that exceeds the water quality limitations specified herein. The written results of testing shall be provided to the Government within 7 calendar days.

-- End of Section --