

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 15	
2. CONTRACT NO. DACW31-03-P-0358		3. AWARD/EFFECTIVE DATE 02-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0050	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		6. SOLICITATION ISSUE DATE 23-Jun-2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 1771 SIZE STANDARD: \$12.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
15. DELIVER TO ARKPORT DAM, US ARMY CORPS OF ENGINEERS WILLIAM CLEVELAND P.O. BOX 400 HORNELL NY 14843-0400		CODE NY0001		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500	
17a. CONTRACTOR/ OFFEROR ENERGY ENGINEERING & CONTROLS INC STEVE WAGNER ATTN STEVE WAGNER 5244 W HOPEWELL ROAD CENTER VALLEY PA 18034-9760 TEL. (610) 965-2262		CODE 0BY23 FACILITY CODE 0BY23		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
				See Schedule		\$9,495.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		COPIES		29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
		<i>Patricia J Hensley</i>		04-Sep-2003			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
		PARTIAL FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	
						42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Removal and Replacement FFP Removal and Replacement of existing guard railing at Almond Lake, Hornell, N.Y. in accordance with the attached specifications. Technical POC: Bill Cleveland @ (607) 324-5631 Contracting POC: Sandy Wicks @ (410) 962-3987 fax@ (410) 962-0933 Vendor Rep: Stephen Wagner @ (610) 965-2262	1		\$9,495.00	\$9,495.00
				NET AMT	\$9,495.00
				ACRN AA Funded Amount	\$9,495.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	02-OCT-2003	1	ARKPORT DAM, US ARMY CORPS OF ENGINEERS WILLIAM CLEVELAND P.O. BOX 400 HORNELL NY 14843-0400 (607) 324-6531 FOB: Destination	NY0001

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 E1 X 08 2420 073720 96181 2500 A04642
 AMOUNT: \$9,495.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.212-3	Offeror Representations and Certifications - Commercial Items	MAY 2002
52.222-6	Davis Bacon Act	FEB 1995
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.225-9	Buy American Act--Construction Materials	MAY 2002
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work

diligently, and (c) complete the entire work ready for use not later than . * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

- (ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iii) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (iv) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (v) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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://farsite.hill.ar.mil>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

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 _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

STATEMENT OF WORK

U.S. ARMY CORPS OF ENGINEERS
ALMOND LAKE/ARKPORT DAM
GENERAL BID SPECIFICATIONS

I STATEMENT OF WORK

C.1.1 Statement of Work: The Contractor shall furnish all necessary supervision, labor, personnel, materials, supplies, parts, tools, equipment and vehicles required to replace approximately four hundred eight (408) linear feet of existing guard railing. All demolished materials shall be disposed of off Government property at the Contractor's expense.

C.1.2 Almond Lake is located three miles South of Hornell, NY on State Rt. 21.

C.1.3. Estimated quantities and/or the work performed are described work and responsibility shall include, but shall not be limited to: all planning, programming, administration and management necessary to assure that all services are conducted in accordance with the contract and all applicable laws, regulation codes, or directives. The Contractor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in the referenced documents. The Contractor shall perform all related Contractor administrative services necessary to perform the work such as supply, procurement, quality control, work scheduling, Contractor financial control, and maintenance of accurate and complete records and files.

II SPECIAL CONDITIONSC.2.1 Working Hours:

- (a) Normal Working Hours: Normal working hours and days, except as otherwise specified or approved in advance by the Operations Manager and Contracting Officer's Representative (COR), shall be Monday through Friday, between 7:00 a.m. and 3:30 p.m. No work shall be performed on Federal Holidays.

C.2.2 Permits and Licenses: The Contractor shall, at his/her own expense, obtain any licenses or permits required to perform the contract. The Contractor shall comply with all current Federal, state and local laws and regulations and shall comply with any subsequent changes.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current Federal, state, and local safety regulations, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hq.usace.army.mil/ceso/cesopub.htm> Prior to commencement of work under this contract the Contractor shall furnish the following for approval by the COR:

- (a) Hazard Analysis Plan Section I, Article 01.A.06, EM 385-1-1, dated 03 Sep 96.
- (b) Accident Prevention Plan Section I, Article 01.A.07, EM 385-1-1, dated 03 Sep 96.
- (c) Activity Hazard Analyses Section I, Article 01.A.09, EM 385-1-1, dated 03 Sep 96.

C.2.4 Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the COR by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Superintendent: The Contractor shall act as, or provide a Superintendent physically present on-site whenever any work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her, shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration of the entire contract. Such authorization shall be submitted in writing to the COR. The Superintendent shall deal directly with the COR or a designated representative, for normal day-to-day administration of the contract provisions. The Contractor or the Superintendent shall contact the COR or a designated representative daily or as otherwise approved by the COR, to coordinate the work schedule in compliance with the terms of the contract and to arrange satisfactory working agreements. The Contractor shall furnish, in writing, to the COR, the name or names of a Superintendent(s) for on-the-job contact and supervision purposes. Superintendent(s) shall be required to attend pre-work conferences prior to commencing work under this contract. Contractor's superintendent shall be equipped with a telephone pager or a portable cellular telephone to allow constant communications between the Contractor and Government representatives.

C.2.6 Environmental Program: The Contractor shall comply with Federal, state and local laws, regulations and standards regarding environmental protection. The Contractor shall exercise care and safety in the performance of the contract and shall take necessary precautions to avoid contamination of the water, damage to private property and injury to employees and the public. No separate payment will be made for environmental protection measures. The Contractor shall be liable for any and all damages to the environment, Government property, private property, trees and shrubs as well as injuries to the public and employees while in performance of this contract. All environmental protection matters shall be coordinated with the COR.

C.2.7 Performance Evaluation Meetings: The Contractor, the Superintendent, or both, shall meet with the COR (or a designated representative) on a schedule determined by the COR. However, a meeting will be held not later than one normal workday after a Contract Deficiency Report (CDR) is issued. Mutual effort shall be made to resolve any and all problems identified. Written minutes of these meetings will be prepared by the COR and signed by the COR, the Contractor, or their designated representatives, as appropriate to the occasion. Should the Contractor not concur with any decision, etc., contained in the minutes, the Contractor shall so state, in writing, and may request a final decision by the Contracting Officer.

C.2.8 Quality Control Program:

- (a) General: The Contractor shall be responsible for maintaining adequate quality control to satisfactorily meet the specification of this contract through the development of a Quality Control Plan. The Government will assure quality performance according to a Quality Assurance Surveillance Plan. Combined, these two programs form the Government's Quality Assurance Program.
- (b) Quality Control: The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified under all sections of the contract. Program shall include an inspection system covering all the services stated in the contract specifications. It must specify all areas to be inspected on either a scheduled or unscheduled basis and the individual(s) who shall do the inspection.
- (c) Inspections: The Contractor shall maintain a record of all Quality Control Inspection Reports conducted by the Contractor and shall furnish a copy to the COR by close of business each day. This daily record of inspection shall cover all work items being performed, shall be signed by the Quality Control Inspector and shall include the following items as a minimum:
 - (1) Inspector's Name
 - (2) Work Location
 - (3) Date
 - (4) Weather
 - (5) Time Start/Stop

C.2.9 Quality Assurance: The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures are deemed appropriate.

If the Contractor fails to perform according to the performance standards, a Notification of Contract Deficiency or Contract Deficiency Report will be issued by the COR. The Contractor shall explain, in writing, why performance was not satisfactory and how recurrence of the problem will be prevented in the future.

The Government will monitor the Contractor's services using the random sampling method, the planned sampling method, and/or the 100% inspection method. The Government reserves the right to alter or change the type of inspection plan at its discretion at any time.

The Contractor will be rated either excellent, very good, good, satisfactory, marginal, or unsatisfactory in the following general areas:

- (1) Quality Control
- (2) Timely Performance
- (3) Effectiveness of Management
- (4) Compliance with Labor Standards
- (5) Compliance with Safety Standards

The Contractor will be advised of any marginal or unsatisfactory rating, either in an individual element or in the overall rating prior to completion of the evaluation, and all Contractor comments will be made a part of the official record.

C.2.10 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the COR. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing work, the Contractor shall remove from the work site and premises any rubbish, tools, equipment, and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the COR.

C.2.11 Minimum Man-Power Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

C.2.12 Payment: The Contractor's administrative time to accomplish work, including time spent traveling to and from the job site and for the purpose of transporting personnel, equipment, materials, and supplies or other items to the job site will not be considered as work for payment under this contract.

C.2.13 Pre-Work Conference: A Pre-Work Conference will be arranged by the Contracting Officer's Representative after award of contract and before commencement of work. The COR will notify the Contractor of the date, time and location set for the meeting. At this conference, the Contractor shall be orientated with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

- (a) The Contractor shall bring to this conference the following items in either completed or draft form:

Hazard Analysis Plan
 Accident Prevention Plan
 Activity Hazard Analyses
 Letter Appointing Superintendent(s)
 List of Emergency Contact(s)
 List of Subcontractors

C.2.15 Security Clauses:

a. All contractor employees working on this contract must be a citizen on the United States of America, or an alien who has been lawfully admitted for permanent residence as evidence by the Alien Registration Receipt Card, Form 1-15, or who presents other evidence from the INS that employment will not effect his/her immigration status.

b. Bidders are responsible for determining , in advance of bidding, the military and/or federal installation security requirements, but not limited to, access, escort, identification, search procedures, and vehicle registration requirements which may impact contract work performance. At no cost to the Government, Contractors will be responsible for complying with all security requirements at installation.

C.2.16 Project(s) Inspection: To arrange inspection of project prior to bidding, contact William Cleveland at (607) 324-6531.

III SPECIFICATIONS

Contractor shall replace existing concrete post and cable system with new galvanized railings and cable guide railings. Work shall conform to standard New York State Department of Transportation Specifications 606-1R2 and 606-2R2. Existing railings and concrete post shall be dismantled and removed from the site and disposed of by the Contractor at his own expense and responsibility.

606.01 – Four hundred eight linear feet (408') of cable GR @ sixteen foot (16') spacing shall be installed per NYSDOT standard specifications. Measure from block to block.

606.02 – Two (2) each cable anchor units which shall consist of new metric blocks.

END OF SECTION C

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative: The authorized representative of the Contracting Officer (COR) for this acquisition contract is:

William P. Cleveland
U.S. Army Corps of Engineers
P. O. Box 400
Hornell, NY 14843-0400
Telephone: (607) 324-6531
Facsimile: (607) 624-3013
Cellular: (607) 769-7106

G.2 Submission of Invoices:

- (a) Original invoices for services performed under this contract will be submitted to:

U.S. Army Corps of Engineers
Almond Lake
P. O. Box 400
Hornell, NY 14843-0400

- (b) Payment will be made by:

USACE Finance Center
ATTN: EFT/Disbursing
5720 Integrity Drive
Millington, TN 38054-5005

G.3. Payment: Payment will be made at the Lump Sum Amount upon completion and acceptance of work performed. The Contractor shall submit an invoice for payment of contract services performed within five days after notification of acceptance of work. Invoice shall include the following information:

- (a) Contractor's name, mailing address and telephone number
(b) Contract Identification Number
(c) Date invoice is prepared
(d) An itemized description of charges which will include:
(1) Project location of work
(2) Work period (start and ending dates)
(3) Actual work performed
(4) Invoiced amount per contract payment schedule

END OF SECTION G

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses*:

Decision No. NY030019 dated 13 June 2003

*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

MAGNITUDE OF CONSTRUCTION

36.204 -- Disclosure of the Magnitude of Construction Projects.

The magnitude of this requirement is estimated at:

- (a) Less than \$25,000