

| | | | | | | | | | | | |
|--|--|--|--|---|--|---|--|--|--|------------|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER W81W3G-4036-0261 | | PAGE 1 OF 17 | | | | | |
| 2. CONTRACT NO. W912DR-04-P-0213 | | 3. AWARD/EFFECTIVE DATE 03-Mar-2004 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912DR-04-T-0026 | | 6. SOLICITATION ISSUE DATE 17-Feb-2004 | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME WILLIAM EPPS | | b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610 | | 8. OFFER DUE DATE/LOCAL TIME 11:00 AM 01 Mar 2004 | | | | | |
| 9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 | | CODE W912DR | | 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) | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS 0% NET 30 DAYS | | | |
| TEL: FAX: | | SIC: 1711 SIZE STANDARD: 12.0m | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | | | | | |
| 15. DELIVER TO JENNINGS RANDOLPH LAKE PROJ JAN GONZALES P.O. BOX 247 ELK GARDEN WV 26717 | | CODE E1R0240 | | 16. ADMINISTERED BY | | CODE SEE ITEM 9 | | | | | |
| 17a. CONTRACTOR/ OFFEROR GARY KALBAUGH GARY KALBAUGH HC 72 BOX 89V NEW CREEK WV 26743 | | CODE 3AYB2 | | 18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 | | CODE TOB0200 | | | | | |
| TEL. 304-788-5706 | | FACILITY CODE 3AYB2 | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 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 | | 23. UNIT PRICE | | 24. AMOUNT | |
| | | SEE SCHEDULE | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | | 26. TOTAL AWARD AMOUNT \$24,750.00 | | | |
| <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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES 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. | | | | 29. AWARD OF CONTRACT: REFERENCE W912DR-04-T-0026 <input checked="" type="checkbox"/> OFFER DATED <u>25-Feb-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Patricia J Hensley</i> | | | | 31c. DATE SIGNED 03-Mar-2004 | | | |
| 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 34. VOUCHER NUMBER | | 35. AMOUNT VERIFIED CORRECT FOR | | | |
| 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 | | | | 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | | 40. PAID BY | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | | 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 | | 1 | Lump Sum | \$23,000.00 | \$23,000.00 |
| | REPLACEMENT OF WATER DISTRIBUTION FFP | | | | |
| | The Contractor shall formulate a layout for a water distribution system in the Robert W. Craig Campground, (Attachment C), Jennings Randolph Lake, Mineral County, WV per the Attached Scope of Work. | | | | |
| | POC (REQUESTOR) JAN GONZALES (301) 359-3861 POC (VENDOR) GARY A. KALBAUGH (304) 788-5706 POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610/tony.epps@usace.army.mil | | | | |
| | NOTE: ALL QUESTIONS SHALL BE SUBMITTED VIA EMAIL TO MY ATTENTION. NO PHONE OR FAX REQUEST FOR COPIES OF SOLICITATION WILL BE ACCEPTED. BID PACKAGES CAN BE FAXED TO (410)962-0933 OR MAILED TO US ARMY CORPS OF ENGINEERS, CONTRACTING DIVISION, ATTN: TONY EPPS, 10 SOUTH HOWARD STREET, BALTIMORE, MD 21201-2350 PURCHASE REQUEST NUMBER: W81W3G-4036-0261 | | | | |

| | |
|---------|-------------|
| NET AMT | \$23,000.00 |
|---------|-------------|

| | |
|-----------------------|-------------|
| ACRN AA Funded Amount | \$23,000.00 |
|-----------------------|-------------|

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|------------|
| 0002 | | 1 | Lump Sum | \$1,750.00 | \$1,750.00 |
| | REPLACEMENT OF WATER DISTRIBUTION FFP | | | | |
| | The Contractor shall formulate a layout for a water distribution system in the Robert W. Craig Campground, (Attachment C), Jennings Randolph Lake, Mineral County, WV per the Attached Scope of Work. | | | | |
| | PURCHASE REQUEST NUMBER: W81W3G-4036-0261 | | | | |

| | |
|---------|------------|
| NET AMT | \$1,750.00 |
|---------|------------|

| | |
|-----------------------|------------|
| ACRN AB Funded Amount | \$1,750.00 |
|-----------------------|------------|

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 | N/A |
| 0002 | N/A | N/A | N/A | N/A |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--|---------|
| 0001 | POP 06-MAR-2004 TO 06-APR-2004 | N/A | JENNINGS RANDOLPH LAKE PROJ JAN GONZALES P.O. BOX 247 ELK GARDEN WV 26717 304-355-2346 FOB: Destination | E1R0240 |
| 0002 | POP 06-MAR-2004 TO 06-APR-2004 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | E1R0240 |

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 252052LD8L001770 NA 96181
 COST 000000000000
 CODE:
 AMOUNT: \$23,000.00

AB: 96X31230000 082420 2520A04726001770 NA 96181
 COST 000000000000
 CODE:
 AMOUNT: \$1,750.00

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.202-1 Alt I | Definitions (Dec 2001) --Alternate I | MAY 2001 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |

| | | |
|--------------------|---|----------|
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.211-18 | Variation in Estimated Quantity | APR 1984 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | OCT 2003 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-6 | Davis Bacon Act | FEB 1995 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | FEB 1988 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | FEB 1988 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 2003 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 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 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Required Central Contractor Registration Alternate A | NOV 2003 |
| 252.219-7011 | Notification to Delay Performance | JUN 1998 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | APR 2003 |
| 252.232-7003 | Electronic Submission of Payment Requests | JAN 2004 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7001 | Contract Drawings, Maps, and Specifications | AUG 2000 |
| 252.236-7006 | Cost Limitation | JAN 1997 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2003 |

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 THIRTY (30) 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 April 06, 2004 . * 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)

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

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

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

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

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (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, the District of Columbia, and outlying areas.

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

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

- PAYMENT BOND
- IRREVOCABLE LETTER OF CREDIT
- CERTIFICATE OF DEPOSITS
- DEPOSITS OF SECURITIES
- U.S. BONDS

- CERTIFIED CASHIER CHECK
- BANK DRAFT
- MONEY ORDER

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within TEN (10) days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

| | |
|--------------|---|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a). |
| 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631) |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) |

(End of clause)

STATEMENT OF WORK

**SECTION C
DESCRIPTION/SPECS/WORK STATEMENT**

C.1 LOCATION AND DESCRIPTION OF WORK.

C.1.1 The Contractor shall formulate a layout for a water distribution system in the Robert W. Craig Campground, (Attachment C), Jennings Randolph Lake, Mineral County, WV and submit to the POC at the pre work conference (see C.3.1). Upon acceptance of bid proposal, and subsequent Contract Award by the Government, the Contractor shall furnish all materials, labor, plant, supplies, and equipment, necessary for timely execution of this contract.

C.1.2 It is highly recommended that all potential bidders make arrangements for a pre-bid inspection of the work area.

C.1.3 A pre-construction conference will be held within seven calendar days after the contract is awarded at the Jennings Randolph Lake project with the Contractor, Contract Point of Contact (POC) and other project personnel as necessary.

C.2 CONTRACT PERIOD

C.2.1 Installation of the water system shall commence within 5 calendar days after the Notification to Proceed is issued, and shall be completed within 30 calendar days from that date.

C.2.2 Specific work hours shall be Monday thru Friday (excluding holidays) 0730 to 1600 hrs. Any other work period requests must be submitted to the POC for consideration, and if approved, notification will be made in writing to the Contractor by the POC.

C.2.3 Agreement reached between the POC and Contractor is necessary for an excused inclement weather day that would not be counted as a calendar day under paragraph C.2.1.

C.2.4 The contractor shall submit a Quality Assurance Plan which includes a milestone time line for installation of the water distribution system.

C.3 LAYOUT OF WATER DISTRIBUTION SYSTEM.

C.3.1 The Contractor shall provide a detailed distribution system drawing with all shutoff valves, underground drain valves, standing hydrants, building shutoff valves, hose bibcocks, and existing drain connections and present it to the POC at the pre-work conference.

C.4 INSTALLATION OF WATER DISTRIBUTION SYSTEM.

C.4.1 Place and connect distribution line to **thirteen (13)** campsite hydrants, (ref C.4.3), distributed throughout the campground. Replace original hydrants, in accordance with C.4.3

C.4.2 All pipe used for water delivery shall be PVC and meet/exceed schedule 40 specifications and will be sized to meet/exceed the volume and pressure requirements for proper operation of all restroom facilities. Distribution line depth will be maintained at a minimum of 30", **and shall be installed "sloped to drain" in order to facilitate winterization of the system. In addition, to facilitate protection of the newly installed pipe system, sand will be used in "backfilling" to an approximate lift thickness of (4) inches, both above and below the installed piping.**

C.4.2.1 All joints, valves, fittings, and couplings shall be joined in accordance with accepted industry standards for the material used.

C.4.3 Campsite hydrants to be used will be self-closing, (Murdock self-closing Hydrant M175 ¾ inch or equivalent, see attachment B) installed with underground shutoff valves. Each hydrant station will contain a drain centered on a 3'x3'x5" square reinforced concrete pad. Drains will discharge into the closest available swale.

Note: Contractor shall have the option to install the specified the campsite hydrants into the existing concrete slabs, and utilize the existing drain systems if desired. The method of accomplishing such must first be approved.

C.4.4 Shutoff valves (interior-gate type and exterior-underground type) shall be installed in the following buildings. (Washhouse, Comfort Station, Well House, and Ranger Station) In addition, the following water service locations **shall** have shutoff valves and faucets installed:

- Park Attendant Site #10 and Park Attendant Site #31 - shutoff valves (2) and hose bibcocks (2).
- Group Picnic Shelter - self-closing faucet (1) installed with shutoff valves (2) at the shelter and in the Ranger Station.
- Trailer Dump Station – shutoff valve (1) and self-closing hose bibcock (1).
- Trailer Fill Station – shutoff valve (1)

C.4.5 A sufficient number of additional underground shutoff valves (11) **shall** be installed to facilitate system isolation of the major components thereby reducing service disruption in the event of leaks. Shutoff valve locations will be indicated on the bid submittal system distribution drawing. Major system components and minimum number of isolation valves are identified as follows: (Front Loop Branch–3) (Back Loop Branch– 4) (Access Road Branch – 4)

C.4.6 All underground utility avoidance and subsequent repair of any damage as a result of excavation or unforeseen circumstance is the Contractor's responsibility.

C.4.7 Removal of all debris is the sole responsibility of the Contractor.

C.4.8 All excavation sites are to be properly surfaced and seeded once installation is completed. All paved surface repairs to be completed in accordance with existing paved surface specifications **and all roadway, campsite, or building entry excavations shall be "sleeved" to facilitate future repairs and maintenance. Sleeve materials must be approved in advance.**

C.4.9 The completed water distribution system will be tested at a hydrostatic pressure of not less than 100 PSI, and proved tight at this pressure for not less than 60 minutes.

C.4.9.1 If inspection or pressure testing shows defects, such as defective work or material, defects will be replaced or repaired as necessary and inspection and tests shall be repeated. Repairs to piping, joints, valves, and connections shall be made with new materials. No caulking of screwed joints or holes will be acceptable.

In addition, the entire system as installed, shall carry a warranty from defects and leaks for a period of 1 years. The Contractor shall bear all cost to correct any problems that may develop during the warranty period and will provide the Government with a 24 hour phone number and point of contact. Response to any problems shall be made within 24 hours of notification. Warranty is to be submitted to POC at pre-work conference.

C.5. OPERATION

C.5.1 Equipment will be in condition to render efficient, economical and continuous service. Failure of the equipment to perform to the satisfaction of the Contracting Officer will be sufficient cause for the termination of the contract by the Government, or the requirement by the Government that the equipment be replaced with equipment of satisfactory performance.

C.5.2. The Contractor will be required to work with employees of the Corps of Engineers or those working on behalf of the Corps of Engineers.

C.6. TRANSPORTATION

Transportation of equipment and personnel to any job site on Jennings Randolph Lake from off the project will be at the expense of the Contractor

C.7. CONTRACTOR TO BEAR ALL EXPENSES OF OPERATION AND REPAIR

The Contractor shall furnish at his own expense all skilled operators, labor, fuel, and vehicles necessary for equipment transportation and bear all expenses incidental to the efficient operation of the plant in connection with the work. Wages and benefits will be paid at a minimum equal to the current Department of Labor Wage Determination for the appropriate labor classifications.

C.8. CONTRACTOR WILL PROVIDE

C.8.1 All equipment and manpower required to trench, install pipe, compact, backfill, survey, and test the installed system in accordance with Attachment A. All equipment must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirement Manual, dated September 3, 1996. A copy of EM 385-1-1 can be obtained at the Jennings Randolph Lake Administration Building.

C.8.2 Shoring materials as required by EM 385-1-1 and OSHA standards.

C.8.3 All Contractor employees must have and use personal protection devices as specified in EM 385-1-1 dated September 3, 1996. That equipment includes, but is not limited to, safety footwear, hard hats, eye protection, gloves, hearing protection, and chain saw chaps. Required items will be furnished and replaced at no cost to the Government.

C.9. GOVERNMENT FURNISHED MATERIAL

C.9.1. The Government shall be responsible for obtaining all Federal, State and local permits that may be required and the submission of any reports required by same.

C.9.2 The Government will provide topographic mapping of the site, on which the Contractor will overlay his proposed layout plan.

C.10. PAYMENTS

Invoices shall be prepared and submitted in triplicate to Park Manager, U. S. Army Corps of Engineers, P.O. Box 247, Elk Garden WV 26717. Invoice shall contain the following information: contract number, item number(s), quantity of each item and extended totals, (ref. Section G).

C.11. QUANTITY OF WORK

The quantity of work required to complete this contract included in these specifications is estimated. Payment will be based on the actual amount of work performed at the unit price for which the contract was awarded.

C.12. OBJECTIONABLE EMPLOYEES.

The Contractor will remove from the work site any employee who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be the basis of any claim for compensation or damages against the United States or any of its officers or agents.

C.13. LAYOUT OF WORK.

The work layout is the responsibility of the Contractor.

C.14. CONTRACTOR'S RESPONSIBILITY.

C.14.1 The Contractor shall be responsible that his employees strictly comply with all Federal, State, and municipal laws and all sections of Title 36 CFR 327 that may apply to operations under the contract. It is understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plant, and materials.

C.14.2 In the Contractor's absence, the Contractor will designate an individual to represent the interests of the Contractor and act in his behalf with regards to all matters and activities involving the contract, including safety.

C.15 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

SECTION G

MEASUREMENT AND PAYMENT

G.1 General: Measurement and payment shall be made on a lump-sum basis upon the satisfactory completion of work. Payment shall constitute full compensation for providing all labor, equipment, materials, supplies, tools, and incidentals required to fulfill all of the requirements of this contract.

G.2 Upon satisfaction of the contract, the Contractor shall submit invoice (s) for payment to:

Original Invoice Forwarded To:
 U.S. Army Corps of Engineers
 Jennings Randolph Lake Project
 PO Box 247
 Elk Garden, WV 26717

Payment will be made by:
 USACE Finance Center
 ATTN; EFT/Disbursing
 5720 Millington, TN 38054-5005

G.2.1 The Invoice should be submitted within five calendar days after notification of acceptance of work. Invoice must provide:

- (a) Contractor's name and mailing address

- (b) Contract/Purchase Order Number
- (c) Date prepared
- (d) Itemized costing where applicable

G.2.2 Questions regarding preparation and forwarding of invoice maybe directed to the Jennings Randolph Lake Office, telephone: (301) 359-3861.

WAGE RATES

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. WV030011 dated 16 January 2004