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|---|--|--|--|---|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER W81W3G-4189-1014 | | PAGE 1 OF 41 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912DR-04-T-0098 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME WILLIAM EPPS | | b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610 | | 6. SOLICITATION ISSUE DATE 13-Jul-2004 | |
| 9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX: | | CODE W912DR | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 237990 SIZE STANDARD: 17.0M | | 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 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO TIOGA-HAMMOND/COWANESQUE LAKE PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 TEL: 570-835-5281 FAX: | | CODE E1R0250 | | 16. ADMINISTERED BY CODE | | | |
| 17a. CONTRACTOR/ OFFEROR TEL. | | CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| <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 (For Govt. Use Only) | | | |
| <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 <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 <input type="checkbox"/> 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 | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | | |

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

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

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

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| | | | | |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

| | | |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

| | | |
|---|---------------------------------|---|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY <i>(Print)</i> | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT <i>(Location)</i> |
| | | 42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001 | REMOVAL OF SEDIMENT IN TIOGA RIVER FFP THE CONTRACTOR SHALL FURNISH ALL NECESSARY SUPERVISION, LABOR, PERSONNEL, MATERIALS, SUPPLIES, PARTS, TOOLS, VEHICLES, AND EQUIPMENT RENTAL FOR REMOVAL OF SEDIMENT IN TIOGA RIVER (MANSFIELD LEVEE PROJECT) | 1 | Lump Sum | | |

POC (REQUESTOR) PEPPINO PERSIO (5700 835-5281)
POC (VENDOR)
POC (CONTRACTING OFFICE) WILLIAM EPPS (410) 962-5610

Note: Copies of the Solicitation can be download from the EBS Web Site (<https://ebs.nab.usace.army.mil>) Please contact Ms. Paul Schultz for any problem with the Web Site at (410) 962-4000. No Phone or Fax requests for a copy of solicitation will be accepted. All questions shall be submitted via email to my attention (Tony Epps). Bids can be submitted via email to my attention, faxed (410) 962-0933 or mailed to U.S. Army Corps of Engineers, Contracting Division, 10 South Howard Street, Baltimore, MD 21201-2530. See Numbered note 22 except change forty-five (45) days to ten (10) days.
PURCHASE REQUEST NUMBER: W81W3G-4189-1014

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|----------|------------|--------|
| 0002 OPTION | REMOVAL OF SEDIMENT IN TIOGA RIVER FFP THE CONTRACTOR SHALL FURNISH ALL NECESSARY SUPERVISION, LABOR, PERSONNEL, MATERIALS, SUPPLIES, PARTS, TOOLS, VEHICLES, AND EQUIPMENT RENTAL FOR REMOVAL OF SEDIMENT IN TIOGA RIVER (MANSFIELD LEVEE PROJECT) POC (REQUESTOR) PEPPINO PERSIO (5700 835-5281 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM EPPS (410) 962-5610 | 1 | Lump Sum | | |

PURCHASE REQUEST NUMBER: W81W3G-4189-1014

NET AMT

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 01-AUG-2004 TO 30-SEP-2004 | N/A | TIOGA-HAMMOND/COWANESQUE LAKE E1R0250 PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 570-835-5281 FOB: Destination | |
| 0002 | POP 01-OCT-2004 TO 30-OCT-2004 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | E1R0250 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-6 Alt I | Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I | OCT 1995 |
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | APR 1991 |
| 52.204-4 | Printed or Copied 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 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | OCT 2003 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |
| 52.217-5 | Evaluation Of Options | JUL 1990 |
| 52.217-8 | Option To Extend Services | NOV 1999 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 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 |
| 52.222-41 | Service Contract Act Of 1965, As Amended | MAY 1989 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 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 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country | MAR 1998 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.219-7011 | Notification to Delay Performance | JUN 1998 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | APR 2003 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2004 |
| 252.232-7003 | Electronic Submission of Payment Requests | JAN 2004 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2003 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(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 paragraph (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)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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 (Apr 2002) (E.O. 11246).

(iii) 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).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 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 (Apr 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)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within Thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least Thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed October 30, 2004.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

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

(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 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--

(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) Definitions. As used in this provision--

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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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; or

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

(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)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

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

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Heavy Equipment Operator @ \$14.88 per hour;
Truck Driver, Medium Truck @ \$13.44 per hour; and
Laborer @ \$11.11 per hour

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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 US Army Corps of Engineers, Baltimore District, Contracting Division, P.O.Box 1715, Baltimore, MD 21203-1715

(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)

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

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

[HTTP://FARSITE.HILL.AF.MIL](http://FARSITE.HILL.AF.MIL)

(End of provision)

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](http://FARSITE.HILL.AF.MIL)

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(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 concern, 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.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) 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.

(2) Representation.

The Offeror represents that it-

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

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

(3) 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 Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 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 CLAUSE OF THIS CONTRACT (FAR 52.212-5 (APR 2004) (DEVIATION), 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:

- | | |
|----------------------------|---|
| <u>252.225-7014</u> | <u>PREFERENCE FOR DOMESTIC SPECIALTY METALS, ALTERNATE I (APR 2003) (10 U.S.C. 2533A).</u> |
| <u>252.247-7023</u> | <u>TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (10 U.S.C. 2631)</u> |
| <u>252.247-7024</u> | <u>NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (10 U.S.C. 2631)</u> |

(END OF CLAUSE)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

STATEMENT OF WORK

SECTION C

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 but not limited to: Removing deposited materials in the **Tioga River** in Mansfield, PA. See enclosed drawing showing approximate limits of the project.

C.1.2 Mansfield, PA is located in Tioga County along U.S. Route 15, approximately 50 miles north of Williamsport.

C.1.3. Estimated quantities and/or the work performed are described herein. These quantities are approximate and are provided only for the Contractor's information to assist in preparation of bids. They are not guaranteed and the actual quantities may be more or less than shown. Variation in these estimated quantities shall not be justification for modification of the contract or request for additional payment. Contractor's 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, and directives. The Contractor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in the referenced documents. 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.

C.1.4 To formulate a plan to remove the deposited material a pre-bid site visit is highly recommended. To arrange a site visit prior to bidding contact Pax Whipple at (570) 835-5281.

II. SPECIAL CONDITIONS

C.2.1 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 5:00 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.hqusace.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 1. 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 to, 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 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. The 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. Whenever the Contractor is working in a stream, a sediment Control system shall be installed downstream of the work area. The Contractor shall be responsible for the removal of the sediment control system upon completion of work. This work shall be considered a subsidiary obligation of the contractor and shall be included in the overall cost. 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. Operational Requirements: The site of the work is subject to periodic flooding. The Contractor shall consider the potential for high water levels in the scheduling of this contract. A specific program shall be established by the Contractor to evacuate personnel, equipment and materials, as necessary in the event of high river levels.

C.2.8 Performance Evaluation Meetings: The Contractor, the Superintendent, or both, shall meet with the COR (or a designated representative) weekly or 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.2.9 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 Inspections 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.2.10 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 problems 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.2.11 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 accumulation 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.2.12 Notification of Work to be Performed: When the Contractor is notified of work required under these specifications, the Contractor shall begin work within seven (7) calendar days after receipt of such notification (or unless approved in advance by the COR).

C.2.13 Minimum Man-Power Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

C.2.14 Other Contracts: The Government may undertake or award other contracts or have lessees or volunteers performing certain work, and the Contractor shall fully cooperate with such other contractors, lessees, volunteers and Government employees and carefully fit their own work to such other additional work as may be directed by the COR. The Contractor shall not commit or permit any act, which will interfere with performance of work by another contractor, by a lessee, or by Government employees. The COR can alter the work schedules of the other Contractor, lessee, volunteer, Government employees or the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor

C.2.15 Payment: The Contractor will be paid only for work accomplished and performed in accordance with the specifications. The Contractor's administrative time to accomplish 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.2.16 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. 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

III SPECIFICATIONS

C.3.1 Sediment Removal: Sediment shall be removed from the Tioga River as directed by the Government. These deposits consist of earthen and other miscellaneous materials such as logs, trees, stumps and miscellaneous trash. Materials shall be spoiled on the project site as directed by the Government. Spoil material will be so placed, and the worked portions of spoil area will be so graded and shaped as to provide proper drainage and to minimize soil erosion and siltation. The Contractor has the option to dispose of off site, however will do so at his expense and responsibility. Commencement of the removal operations shall be at the discretion of the Government. The Contractor shall mobilize and begin work within seven (7) calendar days and complete the work within (90) calendar days following notice to proceed. This item includes all excavation, removal, transportation, disposal and grading of deposited material to complete the job. The contractor shall uniformly grade within the limits of removal. All grades must drain properly without standing water. All debris consisting of barrels, steel drums, tires, cans, bottles, and miscellaneous garbage shall be disposed of off site in accordance with all Federal, State, and local laws and regulations. Payment for all of this work shall be at unit cost.

C.3.2 Seeding of Government Owned Spoil Area. Spoil area on government controlled land shall be seeded with annual rye grass and permanent seed mixture such as pasture mix. Payment for this will be lump sum.

C.3.3 Equipment General:

- (a) Safety Requirement: All equipment placed in service under this contract shall be equipped with safety features meeting OSHA and Corps of Engineers criteria, including back-up alarm and roll-over protection system.
- (b) Environmental Requirements: All equipment shall be so conditioned as to not pose a threat to air, ground and/or water quality.
- (c) Mobilization and Demobilization: No separate payment shall be made for mobilization and demobilization. All costs, both direct and incidental, shall be included in the unit price for each type of equipment.

C.3.4 Equipment Type

Bulldozer: The bulldozer shall be track mounted, size equal to or greater than a John Deere 650.

Excavator: The excavator shall be track mounted, size equal to or greater than a Komatso 200

Truck(s), Dump: Trucks will be articulating, rear dump, off road all wheel drive equal to or greater than a J.D.300-D

END OF SECTION C

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative:

- (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 technical and 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 terms or conditions of the contract. (DOD FAR SUPP 252.201-7000 DEC 1991).

G.2 Submission of Invoices:

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

U.S. Army Corps of Engineers

RD 1 Box 65

Tioga, PA 16946
- (b) Payment will be made by;

USACE Finance Center

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

G.3 Measurement and Payment:

(a) G.3.1 Measurement:

- (a) Item No.1 Track Hoe Excavator with Operator - Payment will be at the Contract Unit Price.
- (b) Item No.2. Dozer with Operator- Payment will be made at the contract unit price.
- (c) Items No.3 and 4 .Off road articulating dump trucks -Payment will be at the Contract Unit Price.
- (e) Item No. 5 Labor for chain saw work, seeding and mulching. Payment will be made at the Contract Unit Price.

- (f) Incidental Work – No separate payment will be made for temporary haul roads constructed by the Contractor to perform the work or for restoration of areas where haul roads are constructed. No separate payment will be made for specific measures implemented to assure compliance with the applicable Environmental Protection laws, regulations and standards. All such work shall be considered a subsidiary obligation of the Contractor and shall be included in the overall cost of the work bid for these items.

G.3.2 Payment: Payment will be made at the Contract Unit price(s) and by lump sum upon completion and acceptance of work performed under the contract. 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) Charge per Contract Unit Price(s) or lump sum.

END OF SECTION G

WAGE RATE

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2453 (Rev. 18) dated 30 June 2003

State(s): Pennsylvania
Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

WAGE DETERMINATION NO: 94-2453 REV (18) AREA: PA, SCRANTON

WAGE DETERMINATION NO: 94-2453 REV (18) AREA: PA, SCRANTON

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1994-2453
Director | Wage Determinations | Revision No.: 18
| | Date Of Last Revision: 06/30/2003

State: Pennsylvania
Area: Pennsylvania Counties of Bradford, Carbon, Columbia, Lackawanna, Luzerne,
Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 8.93 |
| 01012 - Accounting Clerk II | 11.11 |
| 01013 - Accounting Clerk III | 12.76 |
| 01014 - Accounting Clerk IV | 14.33 |
| 01030 - Court Reporter | 11.24 |
| 01050 - Dispatcher, Motor Vehicle | 10.02 |
| 01060 - Document Preparation Clerk | 10.10 |
| 01070 - Messenger (Courier) | 8.41 |
| 01090 - Duplicating Machine Operator | 10.10 |
| 01110 - Film/Tape Librarian | 9.87 |
| 01115 - General Clerk I | 8.29 |
| 01116 - General Clerk II | 10.66 |
| 01117 - General Clerk III | 11.63 |
| 01118 - General Clerk IV | 14.73 |
| 01120 - Housing Referral Assistant | 13.63 |
| 01131 - Key Entry Operator I | 8.76 |
| 01132 - Key Entry Operator II | 10.29 |
| 01191 - Order Clerk I | 11.07 |
| 01192 - Order Clerk II | 14.16 |
| 01261 - Personnel Assistant (Employment) I | 9.27 |
| 01262 - Personnel Assistant (Employment) II | 11.74 |
| 01263 - Personnel Assistant (Employment) III | 12.97 |
| 01264 - Personnel Assistant (Employment) IV | 14.66 |
| 01270 - Production Control Clerk | 14.05 |
| 01290 - Rental Clerk | 8.97 |
| 01300 - Scheduler, Maintenance | 9.93 |
| 01311 - Secretary I | 9.93 |
| 01312 - Secretary II | 11.31 |
| 01313 - Secretary III | 13.63 |
| 01314 - Secretary IV | 14.86 |
| 01315 - Secretary V | 16.49 |
| 01320 - Service Order Dispatcher | 10.01 |
| 01341 - Stenographer I | 9.44 |
| 01342 - Stenographer II | 11.01 |
| 01400 - Supply Technician | 13.25 |
| 01420 - Survey Worker (Interviewer) | 10.22 |
| 01460 - Switchboard Operator-Receptionist | 8.62 |
| 01510 - Test Examiner | 11.31 |
| 01520 - Test Proctor | 11.31 |

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| 01531 - Travel Clerk I | 9.77 |
| 01532 - Travel Clerk II | 10.24 |
| 01533 - Travel Clerk III | 10.93 |
| 01611 - Word Processor I | 8.77 |
| 01612 - Word Processor II | 10.95 |
| 01613 - Word Processor III | 12.25 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 10.81 |
| 03041 - Computer Operator I | 11.25 |
| 03042 - Computer Operator II | 12.65 |
| 03043 - Computer Operator III | 15.27 |
| 03044 - Computer Operator IV | 15.92 |
| 03045 - Computer Operator V | 17.66 |
| 03071 - Computer Programmer I (1) | 12.85 |
| 03072 - Computer Programmer II (1) | 15.60 |
| 03073 - Computer Programmer III (1) | 19.36 |
| 03074 - Computer Programmer IV (1) | 23.19 |
| 03101 - Computer Systems Analyst I (1) | 21.91 |
| 03102 - Computer Systems Analyst II (1) | 25.63 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 12.43 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 14.23 |
| 05010 - Automotive Glass Installer | 13.29 |
| 05040 - Automotive Worker | 13.29 |
| 05070 - Electrician, Automotive | 13.81 |
| 05100 - Mobile Equipment Servicer | 12.41 |
| 05130 - Motor Equipment Metal Mechanic | 14.23 |
| 05160 - Motor Equipment Metal Worker | 13.29 |
| 05190 - Motor Vehicle Mechanic | 14.23 |
| 05220 - Motor Vehicle Mechanic Helper | 11.95 |
| 05250 - Motor Vehicle Upholstery Worker | 12.85 |
| 05280 - Motor Vehicle Wrecker | 13.29 |
| 05310 - Painter, Automotive | 13.81 |
| 05340 - Radiator Repair Specialist | 13.30 |
| 05370 - Tire Repairer | 11.99 |
| 05400 - Transmission Repair Specialist | 14.23 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 8.09 |
| 07010 - Baker | 10.12 |
| 07041 - Cook I | 9.47 |
| 07042 - Cook II | 10.12 |
| 07070 - Dishwasher | 8.09 |
| 07130 - Meat Cutter | 10.12 |
| 07250 - Waiter/Waitress | 8.41 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 13.81 |
| 09040 - Furniture Handler | 12.58 |
| 09070 - Furniture Refinisher | 15.19 |
| 09100 - Furniture Refinisher Helper | 13.15 |
| 09110 - Furniture Repairer, Minor | 14.09 |
| 09130 - Upholsterer | 13.81 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 8.28 |
| 11060 - Elevator Operator | 8.83 |
| 11090 - Gardener | 9.88 |
| 11121 - House Keeping Aid I | 7.77 |
| 11122 - House Keeping Aid II | 8.83 |
| 11150 - Janitor | 8.83 |
| 11210 - Laborer, Grounds Maintenance | 8.95 |
| 11240 - Maid or Houseman | 7.77 |
| 11270 - Pest Controller | 10.28 |

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|---|-------|
| 11300 - Refuse Collector | 9.28 |
| 11330 - Tractor Operator | 9.65 |
| 11360 - Window Cleaner | 9.64 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 11.48 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 11.48 |
| 12071 - Licensed Practical Nurse I | 11.56 |
| 12072 - Licensed Practical Nurse II | 12.98 |
| 12073 - Licensed Practical Nurse III | 12.98 |
| 12100 - Medical Assistant | 10.27 |
| 12130 - Medical Laboratory Technician | 12.98 |
| 12160 - Medical Record Clerk | 10.26 |
| 12190 - Medical Record Technician | 14.22 |
| 12221 - Nursing Assistant I | 8.12 |
| 12222 - Nursing Assistant II | 9.13 |
| 12223 - Nursing Assistant III | 9.96 |
| 12224 - Nursing Assistant IV | 11.18 |
| 12250 - Pharmacy Technician | 12.97 |
| 12280 - Phlebotomist | 12.98 |
| 12311 - Registered Nurse I | 15.47 |
| 12312 - Registered Nurse II | 18.91 |
| 12313 - Registered Nurse II, Specialist | 18.91 |
| 12314 - Registered Nurse III | 22.88 |
| 12315 - Registered Nurse III, Anesthetist | 22.88 |
| 12316 - Registered Nurse IV | 27.43 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 13.42 |
| 13011 - Exhibits Specialist I | 13.38 |
| 13012 - Exhibits Specialist II | 18.21 |
| 13013 - Exhibits Specialist III | 20.48 |
| 13041 - Illustrator I | 13.38 |
| 13042 - Illustrator II | 18.08 |
| 13043 - Illustrator III | 20.48 |
| 13047 - Librarian | 18.40 |
| 13050 - Library Technician | 11.24 |
| 13071 - Photographer I | 12.03 |
| 13072 - Photographer II | 13.89 |
| 13073 - Photographer III | 18.91 |
| 13074 - Photographer IV | 23.39 |
| 13075 - Photographer V | 28.31 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 7.87 |
| 15030 - Counter Attendant | 7.87 |
| 15040 - Dry Cleaner | 9.86 |
| 15070 - Finisher, Flatwork, Machine | 7.87 |
| 15090 - Presser, Hand | 7.87 |
| 15100 - Presser, Machine, Drycleaning | 7.87 |
| 15130 - Presser, Machine, Shirts | 7.87 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 7.87 |
| 15190 - Sewing Machine Operator | 10.63 |
| 15220 - Tailor | 11.41 |
| 15250 - Washer, Machine | 8.24 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 14.57 |
| 19040 - Tool and Die Maker | 16.38 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 14.00 |
| 21020 - Material Coordinator | 14.75 |
| 21030 - Material Expediter | 14.75 |
| 21040 - Material Handling Laborer | 12.20 |
| 21050 - Order Filler | 10.45 |
| 21071 - Forklift Operator | 13.42 |

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| 21080 - Production Line Worker (Food Processing) | 13.08 |
| 21100 - Shipping/Receiving Clerk | 10.49 |
| 21130 - Shipping Packer | 11.54 |
| 21140 - Store Worker I | 11.30 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 12.94 |
| 21210 - Tools and Parts Attendant | 14.63 |
| 21400 - Warehouse Specialist | 14.63 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 15.65 |
| 23040 - Aircraft Mechanic Helper | 13.15 |
| 23050 - Aircraft Quality Control Inspector | 16.13 |
| 23060 - Aircraft Servicer | 14.09 |
| 23070 - Aircraft Worker | 14.56 |
| 23100 - Appliance Mechanic | 15.19 |
| 23120 - Bicycle Repairer | 12.38 |
| 23125 - Cable Splicer | 18.00 |
| 23130 - Carpenter, Maintenance | 15.88 |
| 23140 - Carpet Layer | 14.56 |
| 23160 - Electrician, Maintenance | 18.94 |
| 23181 - Electronics Technician, Maintenance I | 17.73 |
| 23182 - Electronics Technician, Maintenance II | 18.66 |
| 23183 - Electronics Technician, Maintenance III | 20.61 |
| 23260 - Fabric Worker | 12.81 |
| 23290 - Fire Alarm System Mechanic | 15.65 |
| 23310 - Fire Extinguisher Repairer | 13.62 |
| 23340 - Fuel Distribution System Mechanic | 15.65 |
| 23370 - General Maintenance Worker | 13.52 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 15.17 |
| 23430 - Heavy Equipment Mechanic | 14.97 |
| 23440 - Heavy Equipment Operator | 16.38 |
| 23460 - Instrument Mechanic | 16.38 |
| 23470 - Laborer | 10.23 |
| 23500 - Locksmith | 15.19 |
| 23530 - Machinery Maintenance Mechanic | 15.35 |
| 23550 - Machinist, Maintenance | 14.89 |
| 23580 - Maintenance Trades Helper | 13.15 |
| 23640 - Millwright | 18.00 |
| 23700 - Office Appliance Repairer | 16.71 |
| 23740 - Painter, Aircraft | 15.53 |
| 23760 - Painter, Maintenance | 16.44 |
| 23790 - Pipefitter, Maintenance | 17.37 |
| 23800 - Plumber, Maintenance | 16.97 |
| 23820 - Pneudraulic Systems Mechanic | 15.65 |
| 23850 - Rigger | 15.65 |
| 23870 - Scale Mechanic | 14.56 |
| 23890 - Sheet-Metal Worker, Maintenance | 16.64 |
| 23910 - Small Engine Mechanic | 15.23 |
| 23930 - Telecommunication Mechanic I | 16.90 |
| 23931 - Telecommunication Mechanic II | 17.40 |
| 23950 - Telephone Lineman | 16.90 |
| 23960 - Welder, Combination, Maintenance | 14.23 |
| 23965 - Well Driller | 15.65 |
| 23970 - Woodcraft Worker | 15.65 |
| 23980 - Woodworker | 12.73 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 8.22 |
| 24580 - Child Care Center Clerk | 10.24 |
| 24600 - Chore Aid | 8.22 |
| 24630 - Homemaker | 12.03 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 18.00 |
| 25040 - Sewage Plant Operator | 16.25 |

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| 25070 - Stationary Engineer | 18.00 |
| 25190 - Ventilation Equipment Tender | 13.15 |
| 25210 - Water Treatment Plant Operator | 15.38 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 20.49 |
| 27004 - Alarm Monitor | 11.06 |
| 27006 - Corrections Officer | 17.69 |
| 27010 - Court Security Officer | 18.18 |
| 27040 - Detention Officer | 17.69 |
| 27070 - Firefighter | 16.75 |
| 27101 - Guard I | 7.76 |
| 27102 - Guard II | 12.17 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 14.52 |
| 28020 - Hatch Tender | 14.52 |
| 28030 - Line Handler | 14.52 |
| 28040 - Stevedore I | 12.84 |
| 28050 - Stevedore II | 13.80 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 18.05 |
| 29010 - Air Traffic Control Specialist, Center (2) | 29.93 |
| 29011 - Air Traffic Control Specialist, Station (2) | 20.64 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 22.73 |
| 29023 - Archeological Technician I | 14.10 |
| 29024 - Archeological Technician II | 15.87 |
| 29025 - Archeological Technician III | 19.59 |
| 29030 - Cartographic Technician | 19.69 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 21.91 |
| 29040 - Civil Engineering Technician | 17.81 |
| 29061 - Drafter I | 10.23 |
| 29062 - Drafter II | 11.64 |
| 29063 - Drafter III | 15.93 |
| 29064 - Drafter IV | 19.59 |
| 29081 - Engineering Technician I | 11.77 |
| 29082 - Engineering Technician II | 13.39 |
| 29083 - Engineering Technician III | 18.06 |
| 29084 - Engineering Technician IV | 22.37 |
| 29085 - Engineering Technician V | 26.44 |
| 29086 - Engineering Technician VI | 33.34 |
| 29090 - Environmental Technician | 16.92 |
| 29100 - Flight Simulator/Instructor (Pilot) | 25.63 |
| 29160 - Instructor | 18.95 |
| 29210 - Laboratory Technician | 13.72 |
| 29240 - Mathematical Technician | 19.46 |
| 29361 - Paralegal/Legal Assistant I | 14.08 |
| 29362 - Paralegal/Legal Assistant II | 16.56 |
| 29363 - Paralegal/Legal Assistant III | 20.20 |
| 29364 - Paralegal/Legal Assistant IV | 24.52 |
| 29390 - Photooptics Technician | 20.21 |
| 29480 - Technical Writer | 19.54 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 19.02 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 23.01 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 27.58 |
| 29494 - Unexploded (UXO) Safety Escort | 19.02 |
| 29495 - Unexploded (UXO) Sweep Personnel | 19.02 |
| 29620 - Weather Observer, Senior (3) | 15.17 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 13.56 |
| 29622 - Weather Observer, Upper Air (3) | 13.56 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 13.38 |
| 31260 - Parking and Lot Attendant | 9.59 |
| 31290 - Shuttle Bus Driver | 12.28 |

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| 31300 - Taxi Driver | 9.59 |
| 31361 - Truckdriver, Light Truck | 11.16 |
| 31362 - Truckdriver, Medium Truck | 12.02 |
| 31363 - Truckdriver, Heavy Truck | 16.63 |
| 31364 - Truckdriver, Tractor-Trailer | 16.63 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 8.75 |
| 99030 - Cashier | 6.70 |
| 99041 - Carnival Equipment Operator | 9.07 |
| 99042 - Carnival Equipment Repairer | 9.47 |
| 99043 - Carnival Worker | 8.09 |
| 99050 - Desk Clerk | 8.22 |
| 99095 - Embalmer | 19.02 |
| 99300 - Lifeguard | 9.26 |
| 99310 - Mortician | 17.39 |
| 99350 - Park Attendant (Aide) | 11.63 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 8.67 |
| 99500 - Recreation Specialist | 11.36 |
| 99510 - Recycling Worker | 11.47 |
| 99610 - Sales Clerk | 8.32 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 8.09 |
| 99630 - Sport Official | 8.05 |
| 99658 - Survey Party Chief (Chief of Party) | 12.69 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 11.54 |
| 99660 - Surveying Aide | 8.48 |
| 99690 - Swimming Pool Operator | 11.13 |
| 99720 - Vending Machine Attendant | 9.98 |
| 99730 - Vending Machine Repairer | 11.13 |
| 99740 - Vending Machine Repairer Helper | 9.98 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be

conformed

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CCR

DEPARTMENT OF THE ARMY

**BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715**

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.

2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.

3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.

4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.

5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm>.

Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich
JAMES J. RICH, PhD.
Chief, Contracting Division

GENERAL EXCAVATION PLAN FOR GR

GENERAL EXCAVATION PLAN FOR GRAVEL DEPOSITION REMOVAL

The Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated by Contracting Officer Technical Representative on site. (CORT),

Materials encountered within the limits of the work shall be disposed of in designated waste or spoil areas indicated by the CORT on site within the property boundaries of the US Army Corps of Engineers.

Excavation shall be performed in a manner and sequence that will provide proper drainage at all times.

Area of excavation begins 300 feet downstream of the centerline of U.S.Rt.#6 bridge and continues downstream to a point centerline of Corey Creek outlet. This is a distance of approx. 1800 feet. Typical width of excavation will be 100 feet. Deposition depths range from 3-5 feet. Average deposition depth is 3.5 feet.

SEDIMENT & EROSION CONTROL MEA

Tioga River Mansfield Sediment & Erosion Control Measures

All erosion and sediment control measures are to be placed by the US Army Corps of Engineers (USACE) prior to any disturbance caused by grading and or excavation. The USACE shall be solely responsible for ensuring that erosion and sediment control measures are implemented and maintained at the site according to this plan.

Seeding

Annual rye grass seeding shall be placed on exposed surfaces that will not be brought to final grading or permanent cover treatment within 30 days of the exposure to reduce erosion and sedimentation by stabilizing exposed materials. Seeded areas shall be checked regularly for bare spots, washouts, and healthy growth to assure that a good stand of grass is being maintained. Reseed areas that fail to establish vegetation cover as soon as such areas are identified.

Silt Fence

Synthetic Filter Fabric for silt fences in sheets of polypropylene, nylon, or polyethylene fabric. Filter fabric made of ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 to 120 F.

To be utilized immediately downstream of the point(s) of runoff discharge from a site before flow becomes concentrated. Below disturbed areas where runoff may occur in the form of overland flow. Along the down slope toe of all topsoil stockpiles.

Utilize standard strength synthetic filter fabric for sediment barriers. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed. The standard strength filter fabric shall be stapled or wired to the fence and 6 inches of the fabric shall be extended into the ground. Filter fabric shall not be stapled to existing trees.

Support posts shall be spaced at a maximum 6 feet and driven securely into the ground a minimum of 24 inches. The height of a silt fence shall not exceed 36 inches. Higher fences may impound volumes of water sufficient to cause failure of the structure.

Maintenance of Silt Fences

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.

Silt fences shall be inspected for depth of sediment, tears, and to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground. Any deficiencies shall be repaired immediately.

Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly.

Sediment deposits should be removed after each storm event and/or when deposits reach approximately 1/3 the height of the barrier or when the sediments limit or prevent the flow of water through the fabric hydraulic.

Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

Straw and Hay Bale Erosion Control Fence

Install straw or hay bales at local drainage ways to prevent silt intrusion upon adjacent drainage courses. Remove straw or hay bales following establishment of vegetation cover and utilize as mulch at swales or on steep slopes. Prior to construction, install silt fence along the downhill construction limits in accordance with erosion control standards to prevent silt intrusion upon adjacent land. Maintain and remove all erosion controls as specified

Straw or Hay bales shall be placed in a single row, lengthwise on the contour with ends of adjacent bales tightly abutting one another.

Channel flow applications: Straw or Hay bales shall be placed in a single row, lengthwise and oriented perpendicular to the direction of flow with ends of adjacent bales tightly abutting one another. The barrier shall be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment laden runoff will flow either through or over the barrier but not around it.

The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked, the excavated soil shall be backfilled against the

barrier. Backfill shall conform to the ground level of the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Each bale shall be securely anchored by at least 2 stakes or rebar driven through the bale. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or rebar shall be driven a minimum of 12 inches into the ground or deep enough into the ground to securely anchor the bales, whichever is greater.

The gaps between bales shall be chinked (filled by wedging with straw to prevent water from escaping between the bales). Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency.

Maintenance of Bales

Inspection shall be frequent and repair or replacement shall be made promptly as needed.

Straw or Hay bale carriers shall be removed when they have served their usefulness, but not before the upslope areas have been permanently stabilized.

BID SHEET 08/01/04-09/30/04

PROJECT: Mansfield Protective Works, Tioga-Hammond & Cowanesque Lakes

TASK: Remove gravel depositions and silt depositions that contain some small brush and woody growth in the Tioga River from the Route 6 bridge to confluence of Corey Creek.

WORK PERIOD: August 1, 2004 – September 30, 2004

| ITEM # | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | UNIT COST | AMOUNT |
|---------------|---|---------------------------|-------------------|------------------|---------------|
| 0001 | Size equal to or greater then a Komatso 200 track- hoe excavator with operator | 200 | Hour | | |
| 0002 | Size equal to or greater then A John Deere 650 dozer with operator | 40 | Hour | | |
| 0003 | Rear dump off road articulating all-wheel drive minimum 30 ton capacity with operator | 180 | Hour | | |
| 0004 | Rear dump off road articulating all-wheel drive minimum 30 ton capacity with operator | 180 | Hour | | |
| 0005 | Labor, chain saw, Seeding and mulching | 80 | Hour | | |
| TOTAL | | | | | |

BID SHEET 10/01/04-10/30/04

PROJECT: Mansfield Protective Works, Tioga-Hammond & Cowanesque Lakes

TASK: Remove gravel depositions and silt depositions that contain some small brush and woody growth in the Tioga River from the Route 6 bridge to confluence of Corey Creek.

WORK PERIOD: October 01 - 31, 2004

| ITEM # | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | UNIT COST | AMOUNT |
|---------------|---|---------------------------|-------------------|------------------|---------------|
| 0001 | Size equal to or greater then a Komatso 200 track- hoe excavator with operator | 100 | Hour | | |
| 0002 | Size equal to or greater then A John Deere 650 dozer with operator | 20 | Hour | | |
| 0003 | Rear dump off road articulating all-wheel drive minimum 30 ton capacity with operator | 90 | Hour | | |
| 0004 | Rear dump off road articulating all-wheel drive minimum 30 ton capacity with operator | 90 | Hour | | |
| 0005 | Labor, chain saw, Seeding and mulching | 40 | Hour | | |
| TOTAL | | | | | |



Corey Creek
Outlet

Corey
Creek Inlet

4-3-97

1" = 660'

TIOGA PA

1-06

Route 6

WORK
AREA

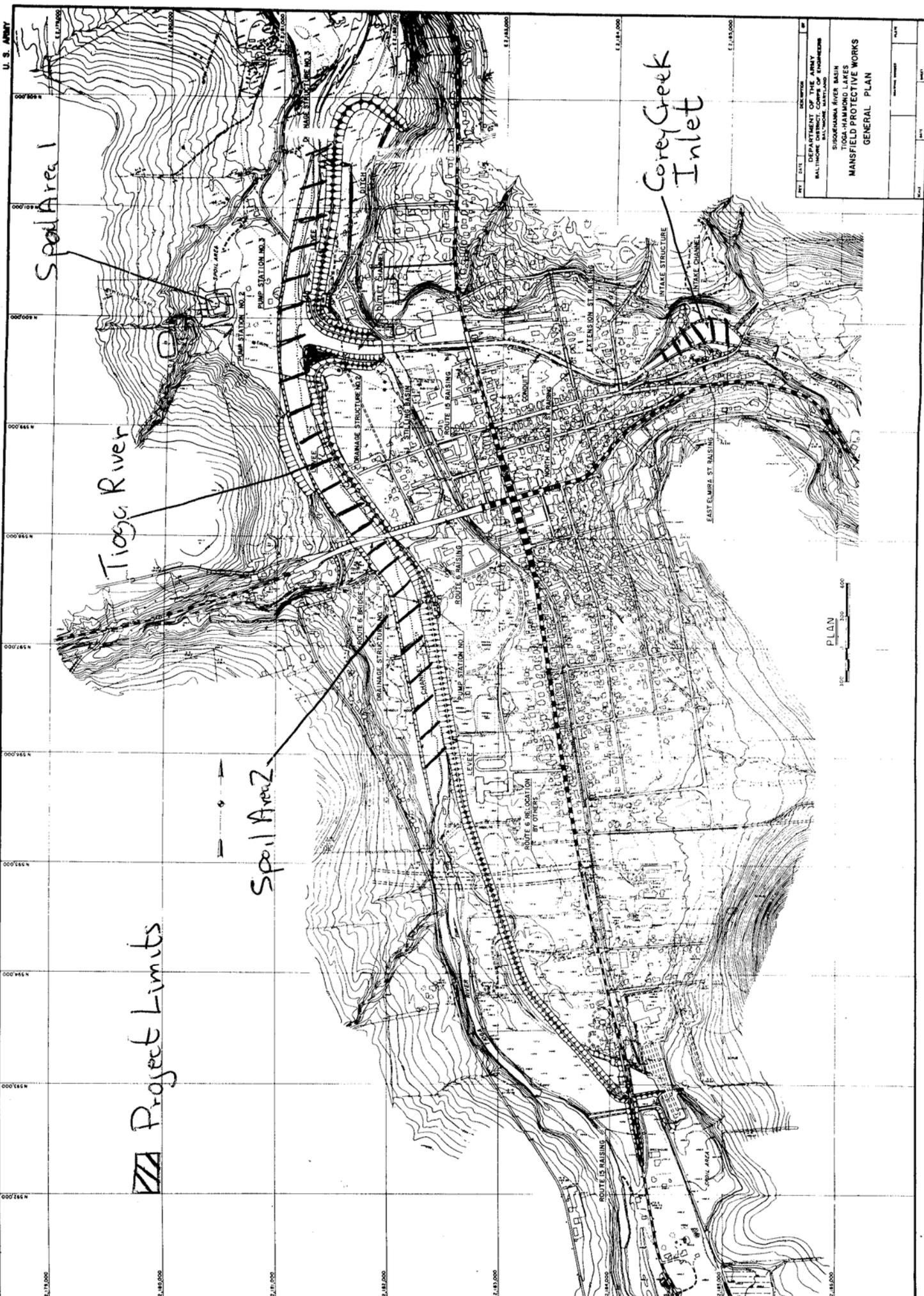
High School

Pump
Station #1

Upstream Limit
of Priority #1

Elementary School





Project Limits

Spoil Area 2

Spoil Area 1

Tioga River

Corey Creek Inlet



| | | | |
|--|-------|-------------|-----|
| BY | DATE | DESCRIPTION | NO. |
| DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, CORPS OF ENGINEERS SUSQUEHANNA RIVER BASIN TIOGA CREEK LAKES MANSFIELD PROTECTIVE WORKS GENERAL PLAN | | | |
| DATE | SCALE | PLATE | |