

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. F22600-99-R0108	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 2000 Apr 11	PAGE OF PAGES 1 58
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. F22600-00-DM002	5. REQUISITION/PURCHASE REQUEST NO. FQ301093560100	6. PROJECT NO. MAHG 00-2202
7. ISSUED BY 81 <sup>st</sup> CONTRACTING SQUADRON/LGCA 310 M STREET, ROOM 102 KEESLER AFB, MS 39534-2147	CODE	8. ADDRESS OFFER TO 81 <sup>st</sup> CONTRACTING SQUADRON 310 M STREET, ROOM 102 KEESLER AFB, MS 39534-2147
9. FOR INFORMATION CALL:	A. NAME JANET VASTERLING	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 228-377-1845

**SOLICITATION**

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

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

PROJECT DESCRIPTION: SIMPLIFIED ACQUISITION OF BASE ENGINEERING REQUIRMENTS (SABER)

THIS SOLICITATION IS AN 8(a) SET ASIDE RESTRICTED TO REGION 4 (AL, FL, GA, KY, MS NC, SC, TN)/

THE SIC CODE IS 1542 AND THE SIZE STANDARD IS \$17 MILLION

YOU ARE ADVISED THAT KEESLER AFB IS IN THE PROCESS OF AN A-76 BASE OPERATING SUPPORT (BOS) COST COMPARISON STUDY. IF AWARDED, THE BOS CONTRACTOR WILL HANDLE ALL CONSTRUCTION UNDER A YET TO BE DETERMINED DOLLAR AMOUNT. ANTICIPATED START DATE OF THE BOS CONTRACT IS OCT 2002. THIS CONTRACT MAY HAVE AN EFFECT ON EXERCISE OF SABER OPTIONS AFTER OCT 2002.

THIS AWARD ISSUED PURSUANT TO THE SMALL BUSINESS DEMONSTRATION PROGRAM

11. The Contractor shall begin performance within \_\_\_\*\_\_\_ calendar days and complete it within \_\_\_\*\_\_\_ calendar days after receiving  
 award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See FAR 52.212-03)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
*(If "YES," indicate within how many calendar days after award in Item 12B.)*

YES  NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_\_ copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (CT) (hour) local time 2000 May 11 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee  is,  is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

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

15. TELEPHONE NO. (Include area code)

LJC CONSTRUCTION COMPANY, INC. and  
HAMMER LGC, INC.,  
A JOINT VENTURE  
PO BOX 8457, DOTHAN, ALABAMA 36304

~~334 673 8469~~  
16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 90 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.	0001	0002	0003						
DATE	10May00	12May00	16May00						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

LAURA J. CLARK PRESIDENT/OWNER

*Laura J. Clark*

5-11-00

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

0001 and 0002

22. AMOUNT  
\$50,000 Minimum  
\$9,500,000 Maximum

23. ACCOUNTING AND APPROPRIATION DATA

To be cited on each individual Task Order

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM  
Block 8

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
 10 U.S.C. 2304(c)( )  41 U.S.C. 253(c)( )

26. ADMINISTERED BY CODE  
81st Contracting Squadron (ICCA)  
310 M Street, Room 102  
Keesler AFB, MS 39534-2147

27. PAYMENT WILL BE MADE BY  
To be cited on each individual Task Order

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

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

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

CAROLYN M. MURPHY  
*Carolyn M. Murphy*  
BY

3 Aug 00

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

**PART I - THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**  
**Proposal Schedule**

**BASIC CONTRACT PERIOD:** 7 Jul 00 or Date of Award, whichever is later, through 6 Jul 01.  
**ITEM DESCRIPTION**

**PERCENTAGE FACTORS (Coefficients)**

	STANDARD HRS	NON-STANDARD HRS
0001 Maintenance, Repair and Minor Construction work on real property at Keesler Air Force Base MS	-	
0002 Maintenance, Repair and Minor Construction work on real property at Keesler Air Force Base MS		

**PRICING FOR OPTION YEARS**

Contract price adjustments shall be made whenever a contract option period is exercised or annually for cost variations in labor and material portions of the coefficients contained in section B. The labor and material portion of item price is defined as 80% of the coefficient. See contract clause B-900 of this solicitation "**SIMPLIFIED PROVISIONS FOR SABER ECONOMIC PRICE ADJUSTMENT**".

**NOTES:**

1. **OFFERS:** Each offeror must submit two percentage factors (coefficients) for this solicitation in order to be considered acceptable. The first coefficient is to be applied to work anticipated to be accomplished during standard working hours at Keesler AFB, MS. The second percentage factor will be applied to work anticipated to be accomplished on a non-standard basis at Keesler AFB, MS. These percentage factors shall be submitted on the "Proposal Schedule," Part I, Section B.

a. The offer shall be "net" (e.g., 1.00) or a percentage "decrease from" (e.g., .95), or "increase to" (e.g., 1.20) to the unit prices listed in the Unit Price Book (UPB), Attachment 1. Offerors who submit separate percentage factors for individual tasks will be considered unacceptable and the offer will be rejected.

b. The offeror's price percentage factor must contain all contractor costs including, but not limited to, mobilization, demobilization, overhead, profit, bond premiums, insurance, design costs, subcontractor costs, and all contingencies in connection with the contract. No allowance whatsoever will be made later for any other purpose.

c. Any change in applicable wage rates or in the material costs during the contract period shall not affect the unit prices, as stated in the UPB, to be paid by the government for work performed under the contract. The contractor's coefficient will be modified at the time an option period is exercised, in accordance with the economic price adjustment clause. Any Davis-Bacon wage rate changes will be incorporated at that time.

d. In regards to the provisions of Part IV, Section L, Paragraph L-900, the Government will not make a partial award under the terms of this solicitation.

**2. COEFFICIENTS:**

a. Proposal Schedule, Item Number 0001, STANDARD HOURS: Offeror shall perform any or all functions described in Volume II, Technical Specifications, Attachment 2, during standard working hours in accordance with the scope specified in individual task orders against this contract for the unit price sum specified in Volume III, UPB, Attachment 1, multiplied by the coefficient.

b. Proposal Schedule, Item Number 0002, NON-STANDARD HOURS: Offeror shall perform any or all functions during non-standard working hours in accordance with Volume II, Technical Specifications, and the scope specified in individual task orders against this contract for the unit price sum specified in Volume III, UPB, multiplied by the coefficient.

c. The percentage factor for non-standard work hours will be paid to the contractor ONLY if the contractor is directed to work non-standard hours by the contracting officer.

d. A project may be split, at the contracting officer's discretion, into a combination of standard and non-standard working hours. In this case, both percentage factors may be used on a single task order.

3. **OPTIONS:** The Government reserves the right to exercise options to extend the basic term of this contract in accordance with contract clause FAR 52.217-9, Option to Extend the Term of the Contract (Mar 89).

4. **STANDARD WORKING HOURS:** Offerors shall perform all functions called out in any task order during standard working hours for the unit price sum specified in the UPB, multiplied by the coefficient. Standard hours will be a compressed work schedule from 7 a.m. – 4:45 p.m., (0700 - 1645 hours) Monday through Thursday and alternating Fridays from 7 a.m. – 3:45 p.m., (0700 – 1545).

5. **NON-STANDARD WORKING HOURS:** Offerors shall perform all functions called out in any task order during other than standard working hours for the unit price sum specified in the UPB, multiplied by the coefficient.

6. **CONTRACT AWARD:** Award will be based on the factors in Section M, Evaluation Factors for Award.

7. **MODIFICATIONS:** Modifications done to task orders shall use the coefficient in effect at the time the original order was awarded.

B-1

**CLAUSES AND PROVISIONS**

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) Sections K, L and M will be physically removed from any resultant contract, but will be deemed to be incorporated, by reference, as part of the contract.

B-900.

**SIMPLIFIED PROVISIONS FOR SABER ECONOMIC  
 PRICE ADJUSTMENT(EPA)  
 (IAW FAR 16.203-1(c))**

Contract price adjustments shall be made annually for cost variations in labor and material portions of the coefficients contained in section B. The labor and material portion of item price is defined as 80% of the coefficient.

The Government will apply the Construction Cost Index (CCI) for the city closest to Biloxi City, Mississippi listed in the McGraw Hill publication Engineering News Record (ENR) to determine increases or decreases in labor and material. The closest city to Biloxi City listed in the ENR is New Orleans, Louisiana. To determine the amount of adjustment, the contracting officer will calculate the change in the Index appearing in the issue of ENR published during the month prior to the effective date of the contract option period from the Index for the month and year of the initial contract award. Eighty percent (80%) of the variation will then be applied to the basic contract-pricing coefficient applicable for the option period. If publication of the Index should be discontinued, the parties to this contract will negotiate a replacement Index or new contract provisions. If a replacement Index or provision cannot be agreed upon, the contracting officer may unilaterally determine the contract adjustment method, and the contractor may dispute the determination under Contract Clause FAR 52.233-1 entitled *Disputes*.

a. Adjustments to determine option period contract coefficient factors will be in accordance with the following equation:

$$C = CI \times (1 + f)$$

C = New Coefficient  
 CI = Basic contract pricing coefficient for the initial period  
 f = Index factor (Note: f may be either positive or negative)  
 $f = \frac{CCIC - CCII \times 80\%}{CCII}$

Where CCIC is the last publication ENR Market Trends Construction Cost Index for the month prior to the effective date of the contract period.

CCII is ENR Market Trends Construction Index for the month and year of the initial contract award.

**EXAMPLES**

Calculation of EPA

1 <u>TIME</u>	2 <u>ENR INDEX</u>	3 <u>INDEX FACTOR</u>	4 <u>COEFFICIENT</u>
Contract Award	110.0	NA	1.03
Option Year One	115.4	+ .039	1.07

Explanatory Notes (Round calculations as contained in this example)

Column 3

- Option Year One  $\frac{115.4 - 110.0}{110.0} \times 80\% = .039$

Column 4

- Option Year One  $1.03 \times (1 + .039) = 1.07$

**PART I - THE SCHEDULE**  
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C-900. PROJECT DESCRIPTION**

The contract is for a broad range of maintenance, repair, and minor construction work on real property at Keesler AFB in Mississippi. The work is required in support of the 81st Civil Engineer Squadron activity headquarters at Keesler AFB, Mississippi. The contract will be a Firm-Fixed-Price Indefinite-Delivery Indefinite-Quantity type contract and will include a wide variety of individual construction tasks as listed in Volume III, Unit Price book, Attachment 1. During the contract period the 81 Support Group/Civil Engineering SABER Office, (81 CES/CECS) will identify construction tasks required to complete each specific job and the 81st Contracting Squadron will issue individual task orders to the contractor to complete those jobs. The contractor shall be required to furnish all materials, equipment, and personnel necessary to design, manage, and accomplish the job. The contractor shall be required to maintain management offices on Keesler AFB, Mississippi in order to receive work requests and to provide other management services related to accomplishing individual jobs. Individual jobs will vary in size with the majority expected to be of a small to medium size. The jobs will include tasks in a variety of trades, such as carpentry, road repair, roofing, excavation, interior electrical, steam fitting, plumbing, sheet metal, painting, demolition, concrete masonry, and welding. Commencement shall be within 10 days of notice to proceed for each task order and the performance period shall be negotiated on individual task orders. The guaranteed minimum amount for the basic contract period is \$50,000 and the unguaranteed maximum contract amount is \$9,500,000, including all options, if exercised.

**C-901. GENERAL INFORMATION**

This section consists of the following documents to be used in the execution of work under this contract:

a. SABER Contract Technical Specifications, Volume II (Attachment 2).

(1) The Technical Specifications, Volume II, are numbered and organized by the 1983 edition of the Construction Specification Institute's (CSI) Master Format. All specifications are filed in Divisions 1 through 16 per CSI guidelines. A Division 18 was created specifically for this contract to capture negotiated items not otherwise covered in the UPB.

(2) The Technical Specifications, Volume II, is directly referenced to the UPB, Volume III. The CSI reference number in the technical specifications directly corresponds to the UPB line items. Some specifications are broad scope in nature and contain a variety of items; therefore, they will reference several UPB designators. Other specifications will not have UPB pricing information; these items are those which are special ordered from the manufacturer or the items involved would be proprietary to each manufacturer's own equipment.

(3) The intent of these specifications is to furnish concise industrial and/or commercial standards for maintenance, repair, and minor construction of Government facilities.

b. UPB, Volume III (Attachment 1).

(1) The UPB, Volume III, contains pricing information (i.e., government estimate) for the description of the work to be accomplished in the unit of measure specified. Unless otherwise specified in the UPB, prices given include all material, direct and indirect; labor; and equipment costs to complete the item of work described. Indirect materials shall be defined as materials associated as integral to the installation of an item without which the item cannot be properly installed. Section 01031 (UPB interpretation) defines cost associated with line items in the UPB. No additional line items (priced or non-priced) shall be added to supplement the UPB costs.

(2) The UPB, Volume III, consists of Divisions 1 through 16 which are based on the Master CSI.

(3) If the government specifies an item which meets both the UPB definition AND the characteristics called out in the Technical Specifications, Volume II, the contractor is obliged to furnish that item, regardless of actual cost compared to the UPB cost.

**C-902. SAMPLE CALCULATION**

The following sample calculation illustrates the use of the UPB. All dollar figures are fictitious and therefore may or may not exist in the UPB used for this contract .

DESCRIPTION OF WORK: Remove existing 11' x 15' x 6" thick concrete parking apron and replace with 4000 PSI concrete.

DEMOLITION:  $11 \times 15 \times .5 / 27 = 83 / 27 = 3$  CY,  $11 \times 15 / 9 = 18$  SY

REPAIR -

BASE -  $11 \times 15 \times .17 / 27 = 1$  CY

CONC -  $11 \times 15 \times .5 / 27 = 3$  CY

MESH -  $11 \times 15 = 165$  SF

FORMWORK - 52 LF

**SAMPLE CONTRACTOR PROPOSAL FOR:  
PARKING APRON DEMOLITION & REPAIR  
DEMOLITION**

Line	UPB #	Description	Unit	Price Total
0001	02112-1202	Concrete Pavement w/mesh	18 SY @ \$ 6.43/SY =	\$115.74
0002	02112-9115	Rubbish Hauling	3 CY @ \$ 8.30/CY =	\$ 24.90
<b>REPAIR</b>				
0003	02611-2212	Base Course	18 SY @ \$ 3.91/SY =	\$ 70.38
0004	03110-1611	Form Work	52 LF @ \$ 1.80/LF =	\$ 93.60
0005	03220-1004	Welded Wire	165 SF @ \$ 0.41/SF =	\$ 67.65
0006	03311-1164	Concrete (3000 PSI)	3 CY @ \$77.44/CY =	\$232.32
0007	03311-3005	Modifier - for 4000 PSI	3 CY @ \$ 3.64/CY =	\$ 10.92
				\$615.50
TOTAL DIRECT COST :		\$615.50		
*PERCENTAGE FACTOR:		X 1.00*		
TOTAL PRICE :		\$707.84		

\*Assumes Contractor bid percentage factor of 1.00 for standard working hours.

**C-903. IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY**  
(IAW FAR 45.303-2)

Pursuant to the *Government Property* clause herein, the Government will furnish the item(s) of property shown below as Government-Furnished Property to the Contractor, F.O.B. Keesler AFB, MS, for use in performance of this contract.

Any other equipment (such as communications and material handling equipment other than referenced below) and administrative supplies necessary for contractor operation shall be furnished by the contractor at his expense. The government-furnished items listed shall not be used for any purpose other than fulfilling the requirements of this contract.

a. Facilities: Approx. 600 SF of space in the north end of building 4005, Keesler AFB. In the event of an overlap of contractors, temporary office space arrangements may be available, otherwise the contractor will be required to site temporary trailer space and provide all utility connections. Expected length of temporary office arrangements should not exceed 5 months.

b. Utilities and toilet facilities: Water, electric, sewer. One each male/female latrine.

c. Outside storage area.

d. One class C telephone line will be available for on base calls.

e. Software: The government will provide the contractor with Gordian PROGEN cost estimating software. It shall be the responsibility of the contractor to prepare all proposals using this software package and provide to the contracting officer each proposal in both a printed format and on contractor provided computer diskette. If Government furnished property is furnished to the contractor on individual task orders this will be identified on that task order. Purchase of training on use of PROGEN Software will be required by the Contractor, see C-925.

**C-904. EMERGENCY MEDICAL TREATMENT**

a. The USAF Hospital, Keesler AFB, MS, will provide only life threatening emergency medical treatment to employees of the contractor for injuries incurred while working at Keesler AFB, MS. The contractor will reimburse the USAF Hospital, Keesler AFB for treatment provided at the current reimbursement rate for non-beneficiaries IAW AF Regulation 168-7. The contractor will also provide the USAF Hospital, Keesler AFB, the name of a physician and/or hospital to which injured personnel can be transferred for further treatment and care after receiving initial emergency treatment at Keesler AFB, MS.

b. The civilian physician of the Contractor's employees will provide all follow-on care after the initial emergency care.

**C-905. PROFESSIONAL REGISTRATION AND CERTIFICATION**

The contractor shall have ready access to the services of a professional engineer, and shall employ at least one individual on staff holding at least a bachelor's degree in engineering. This individual(s) shall have direct oversight of all project design and planning activities. The requirement for a professional engineer shall not be construed to imply that the designs require professional engineering services. The requirement provides the Government with a measure of demonstrated assurance that a competent authority manages the contractor's design and project planning activities. The possibility exists that unforeseen events or unexpected site conditions require minor modifications to the completed minimum design that require proof of licensing (i.e. an Engineer's stamp) for the modification. The Government anticipates less than five percent (5%) of the designs will require this type of modification. However, when such conditions do occur, the contractor shall provide said proof for the discipline appropriate to the modification.

**C-905. SUBCONTRACTORS**

The following applies to construction contracts for work within the United States: Within seven (7) days after the award of any subcontract either by himself or a subcontractor, the contractor shall deliver to the contracting officer a completed SF 1413, *STATEMENT OF ACKNOWLEDGEMENT*. The form shall include the subcontractor's acknowledgment of the inclusion in his subcontract of the clauses of this contract entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance With Copeland Act Requirements, Withholding of Funds, Subcontracts, Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*. Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

**C-906. MATERIAL APPROVAL SUBMITTAL FORM (AF Form 3000)  
(AF FAR SUP 5336.290)**

Within 10 calendar days after commencement of work on individual task orders or as otherwise established by the contracting officer, all material and articles requiring approval shall be submitted by the contractor using AF Form 3000. The government will provide space for a sample display area. The contractor will install, catalog and maintain his submittals, as approved, to avoid repetitive duplication in subsequent task orders. All wall covering, carpet and other fabric type submittals will be 12" x 12" minimum. All submittals shall be grouped in color boards as installed, i.e. carpet, paneling, chair-rail, wall covering and ceiling tile. Contractor is responsible for identifying and locating required materials for submittals to include matching any existing materials. Once a submittal is approved, future submittals for the same type item can be referenced by the use of a numbering system, which the contractor develops.

**C-907. WORK BY THE GOVERNMENT**

The government reserves the right to undertake performance by government forces or other contractors, the same type or similar work as contracted for herein, as the government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

**C-908. NON-PREPRICED WORK**

Items of work not covered by this contract, but within its scope and general intent may be negotiated with the contractor by the contracting officer or his designated representative and added at any time during the contract term. These added items of work shall be incorporated into and made a part of the task order and shall be performed at the negotiated unit price multiplied by the applicable contractor coefficient bid by the contractor. Only material, labor, and equipment costs will be paid for in the unit price of non-prepriced work. The negotiated unit price will then be multiplied by the contractor's coefficient. Any subcontractor overhead, profit, taxes, bond, or design costs shall NOT be included in the non-prepriced unit cost as these items are covered by the contractor's coefficient. Non-prepriced items may subsequently be added to the basic tasks defined in the Technical Specifications and the UPB by modification of the contract. Non-prepriced work shall be so noted on the negotiated proposal of each task order.

**C-909. CONSTRUCTION START-UP PERIOD**

a. The first 90 calendar days following contract implementation will be designated a start-up period, after which the contractor shall have all equipment and personnel in place to fully execute the requirements of this contract. The contractor shall be allowed the first 30 calendar days of the start-up period to mobilize without being notified by the contracting officer of a performance requirement.

**C-910. COMMENCEMENT, PROSECUTION, COMPLETION, AND PAYMENT FOR WORK**

The contractor shall be required to commence work required by a task order at the time specified on the task order, prosecute the work, and complete the entire work not later than the completion time specified on the task order. The time stated for completion shall include final cleanup of the premises, submitting and approval of all reports and as-built drawings. Payment will be made in accordance FAR 52.232-5 *Payments Under Fixed-Price Construction Contracts* for each task order.

**C-911. GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS**

a. The contractor, with his own forces, shall transport all government furnished equipment/materials, if any, described on the task order. The equipment/material shall be transported from the government storage area to the work site indicated on the task order. As unit prices include materials, equipment, and labor, work using GFE/GFM shall be accomplished by using the appropriate UPB line item minus the material cost.

b. The contractor assumes the risk and responsibility for the loss or damage to government-furnished property.

c. The contractor shall follow the instructions of the contracting officer's representative regarding the disposition of all government-furnished property not consumed in performance of a task order.

**C-912. SECURITY REQUIREMENTS**

a. The contractor shall comply with security regulations imposed by the installation commander and/or the agency occupying the space where work is to be performed, including any necessary security clearances. Prior to mobilization the contractor shall provide the contracting officer or authorized representative a list of personnel requiring authority to work on Keesler AFB. The list shall be kept current and the contracting officer or authorized representative notified as to any changes in the list. The contractor's employees shall be required to obtain and display employee identification as prescribed by Air Force Instruction 31-209 and supplements thereto.

b. Whenever facility security is breached to perform work required under this contract, the contractor shall be responsible for providing temporary measures in order to assure security is maintained at the level existing prior to construction. This may include such security items as fencing around a facility or closing all openings in a structure during non-work hours.

**C-913. SCHEDULING WORK**

a. Before any of the work is initiated under an individual task order, the contractor shall confer with the contracting officer or his representative(s) and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; tasks, materials and use of approaches; use of corridors, stairways, elevators, communications, the location of partitions, eating spaces, and restrooms for contractor's employees and the like.

b. Furniture and portable office equipment in the immediate area shall be moved by the contractor and replaced to original position upon completion of the work. If the work required by the task order will not allow furniture and portable office equipment to be replaced in its original position, new locations will be designated by the contracting officer's representative for replacement by the contractor.

c. Delivery of materials and equipment shall be made with a minimum of interference to government operations and personnel.

d. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions is begun.

e. The contractor shall obtain and complete an AF Form 103, Base Civil Engineer (BCE) Work Clearance Request, for any work involving utility disturbances, aircraft or vehicular traffic disturbances, or excavation. The final authority when the AF Form 103 is required is the BCE representative. A copy of the signed Work Clearance Request shall be given to the civil engineering representative no later than 4-working days prior to initiation of subject work.

f. The contractor shall obtain a welding permit from the base fire chief each time prior to performing any welding job.

g. The contractor shall maintain, on all construction sites with work in progress, approved and applicable copies of the following: statements of work, BCE work clearance requests, and welding permits.

h. All temporary outages of any utility services required for the performance of work shall be scheduled with the CE Representative no less than 5 days in advance of such outages.

**C-914. RECORD DRAWINGS**

The contractor shall obtain one copy of the appropriate record drawings, if available, from the contracting officer. The contractor shall be responsible for the reproduction of these drawings if multiple copies are needed (i.e., subcontractor copies). During the progress of the work, the contractor shall keep a careful record at the job site of all changes and corrections from the layouts shown on the drawings, when applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly, and submit drawings to the contracting officer in accordance with schedule provided in the task order. The record drawings shall indicate, in addition to all changes and corrections, the actual location of all subsurface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The depth below the surface of each run shall be recorded, in addition to the size and type of conduit or pipe used for the run. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the contracting officer as-built plans with the aforementioned data. In the event the work involves construction of a new facility, the statement of work requires design drawings, or the government provides computer generated drawings, the contractor shall provide record drawings in both a hard copy format as well as a contractor provided diskette compatible with the 81 CES/CEC (Engineering) AutoCAD computers. In the event the work involves alteration of an existing facility, the government fails to provide computer generated as-builts, and design drawings are not required in the statement of work, it shall be sufficient for the Contractor to record these changes and corrections in red on blue-line as-builts. If the contractor fails to

maintain the record drawings as required herein, the contracting officer will consider that satisfactory progress has not been achieved for the period in question.

**C-915. ENVIRONMENTAL PROTECTION**

a. Solid, liquid, and gaseous contaminants: The contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants including asbestos in accordance with all applicable federal, state, and local codes and regulations, as described elsewhere herein.

b. Disposal of Refuse: The contractor shall be required to remove all refuse from Keesler AFB for negotiated task orders. Separate asbestos disposal sites will not be provided.

c. Covered Chutes: All chutes for refuse, and the like, shall be covered or of such a design to fully confine the material to prevent the dissemination of dust and debris.

**C-916. CONSTRUCTION SITE MAINTENANCE**

Store all supplies and equipment on project site so as to preclude theft or damage. Maintain site in a neat and orderly manner, this shall include trimming and cutting of grass providing the contractor has been provided sole occupancy of the facility. Protection and security for materials and equipment on site is the sole responsibility of the contractor.

**C-917. NOISE CONTROL**

Comply with all applicable state, local, and installation laws, ordinances, and regulations relative to noise control.

**C-918. GOVERNMENT EQUIPMENT ON THE SITE**

Cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. Store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to or better than its condition prior to starting work. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the contractor.

**C-919. TRUCKING**

Loose debris on trucks leaving the site shall be loaded in a manner that shall prevent dropping of materials on streets and conform to local ordinances/laws. Fasten suitable cover, such as a tarpaulin, over the load before entering surrounding streets. The contractor shall be responsible for cleaning up any materials that fall from trucks.

**C-920. ELEVATORS**

a. Any temporary use of an existing elevator shall be by arrangement through the contracting officer and subject to his controls. Such use shall be of an intermittent nature. The contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.

b. The government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the contractor shall remove the protection coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to or better than that in which it was found.

**C-921. SAFETY AND HEALTH**

a. General: This section is applicable to all work covered by this contract.

(1) Applicable Publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

(2) Code of Federal Regulations (CFR):

(a) The Occupational Safety and Health Administration (OSHA) General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, US Government Printing Office, Washington, DC 20402.

(b) National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

(3) Federal Standard (Fed. Std.):

(a) The 313A Material Safety Data Sheets, Preparation and the Submission of Safety and Health Requirements Manual, EM 385-1-1

(b) Use of Asbestos Containing Material, ETL 1110-1-118, Policy & Guidelines for Asbestos Management, DA Circular 40-83-4

b. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCB's), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed-on fire proofing, insulation, boiler lagging, and pipe covering.

c. Asbestos:

(1) The contractor is warned that exposure to airborne asbestos has been associated with four diseases: lung cancer, certain gastrointestinal cancers, pleural or peritoneal mesothelioma, and asbestosis.

(2) Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(3) The contractor is advised that friable and/or non-friable asbestos containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnate or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end use. However, excessive fiber concentrations may be produced during controlled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(4) Care must be taken to avoid releasing, or causing to be released, asbestos fiber into the atmosphere where they may be inhaled or ingested.

(5) The OSHA has set standards at 29 CFR 1926.1101 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and measures that must be taken when working with or around asbestos-containing materials. 29 CFR 1926.1101 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts, and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(6) Friable asbestos containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (STL 1110-1-118. 27 May 83). Plans and specifications for all new construction and modification projects shall be reviewed to insure that friable asbestos-containing materials are not used.

(7) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material shall be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1926.1101), EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

d. For additional safety instructions, see attachment 2, Volume II Technical Specifications, Division 01, Section 01011.

**C-922. SAFETY ASSURANCE**

a. **Pre-Construction Safety Meeting:** Representatives of the contractor shall meet with the contracting officer and his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the pre-construction conference, if so directed by the contracting officer. The conduct of this meeting is not contingent upon a general pre-construction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting.

b. **Compliance With Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials; the demolition of structures containing asbestos; and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and M, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The contractor or any of his subcontractors responsible for handling hazardous and toxic materials shall have the necessary certification before doing so.

c. **Contractor Responsibility:** The contractor shall assume full responsibility and liability for compliance with the applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the government harmless for any action on his part of their employees or subcontractors, which results in illness, injury or death.

d. **Inspections, Tests, and Reports:** The inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required by a task order, shall be furnished in accordance with the terms of the task order. The contractor shall be responsible for notifying the Technical Representative of the time and location of all tests required by federal, state, and local regulations, as well as by the SABER Technical Specifications. The contractor must submit written reports for all required tests.

e. **Materials and Equipment:** Special facilities, devices, equipment, clothing, and similar items used by the contractor in the execution of work shall comply with the applicable regulations.

f. **Hazardous Materials:** The contractor shall bring to the attention of the contracting officer any previously unknown material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the contracting officer as to whether the contractor shall perform tests to determine if the material is hazardous. If the contracting officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

**C-923. RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS**

All items having any apparent historical or archeological interest which are discovered in the course of any construction activities shall be carefully preserved. The contractor shall leave the archeological find undisturbed and shall immediately report the find to the contracting officer so that the proper authorities may be notified.

**C-924. TELEPHONE/CELLULAR PHONE**

Other requirements for additional phones shall be installed and hooked up at the contractor's expense. Contractor shall have each project manager and superintendent on separate cellular phone communication during normal duty hours and when required to work other than normal duty hours.

**C-925. CONTRACTOR FURNISHED SUPPLIES, EQUIPMENT, AND TRAINING**

The contractor shall be responsible for providing, training, and maintaining a minimum of one computer terminal per project manager for the purpose of preparing project proposals and related documentation. Training will be a fixed price purchased from the Gordian Group for the SABER Contractor and Government on the Government provided PROGEN software. The recommended requirements for each computer system as per the software company are; P200 Pentium Based Computer System, 32 Mb RAM, one 3-1/2" 1.44 Mb floppy disk drive, 1 parallel & 2 serial ports, 101 enhanced keyboard, Microsoft mouse and a 17" Super VGA color monitor (NEC XV17 or equal) and an internal CD ROM Drive; 2Gb or larger hard disk drive compatible with computer system listed above; 10/100MB Ethernet card with twisted pair connectors; voltage surge protection device; 33,600 Baud External Fax/Modem (Practical Peripherals or equal); latest approved versions of MS Windows NT, Microsoft Office Professional, and a Hewlett Packard LaserJet 6MP series printer or equal. It is recommended the contractor furnish the most recent version of the Norton Anti-virus for Windows with all updates installed for each computer system. The contractor shall network his system to fully utilize all the features available with the government provided estimating software. In addition, networking of the contractors system will meet future enhancements for the electronic transmittal of data in lieu of using diskettes. A 5 user windows NT 4.0 file server with back office and MS Outlook installed is recommended for networking of system. This will allow centrally locating all PROGEN project files on contractors server thus eliminating in-house data transfer with diskettes for the contractor. Utilizing the MS exchange E-mail, the contractor will have the capability to communicate to the government contracting and SABER offices as well as transmitting PROGEN project files using attachments. The contractor is required to provide as-built drawings on computer based storage media compatible with 81 CES/CEC computers. The contractor shall acquire and employ CADD software compatible with 81 CES/CEC computers on the contractor operated PC (AutoCAD Release 14). Upon completion of the contract, any and all government-furnished software shall be returned to the contracting officer.

**C-926. HOUSEKEEPING**

The contractor shall perform normal housekeeping functions inside and outside the government-furnished facilities and project sites in accordance with Keesler AFB cleanliness standards. Such functions include sweeping, mopping, dusting, disposal of accumulated waste materials and rubbish and other operations necessary to present a neat appearance at all times. All rubbish and waste materials shall be removed daily and shall be placed in approved containers outside the building where designated. All grass and shrubs shall be mowed and trimmed in accordance with base appearance standards for an area not to exceed 50 feet around Building 4005.

**C-927. GOVERNMENT LIABILITY**

The government will not be liable for any loss or damage to the contractor's property, including stock or for expense incidental to such loss or damage.

**C-928. TOILET FACILITIES (WORK RELATED)**

Contractor's personnel shall be permitted to use existing toilet facilities if available on the premises subject to approval of the contracting officer or his designated representative, except in the case of occupied government quarters when the contractor will not be permitted to use toilet facilities.

**C-929. WORK IN SPECIAL SECURITY AREAS**

- a. Contractor shall provide all escorts required for access to security areas while working on construction projects on Keesler AFB.
- b. The following security regulations shall apply to construction projects within the Keesler AFB:
  - AFR 207-1 Chapter 11, Restricted Area Programs
  - AFI 31-209 Air Force Resource Protection Programs

**C-930. AIRFIELD REQUIREMENTS**

- a. Contractor shall contact Keesler AFB Base Operations for construction restrictions involving the flight line, taxi-way and runway areas and shall comply with Air Force Regulation 55-48 (AFR 55-48).
- b. Two-way radio contact on VHF Radio is required for all vehicles, equipment and personnel working on the flight line, taxi-ways and runways.

**C-931. CONSTRUCTION REQUIREMENTS**

a. The latest edition of the following building codes shall be used for all construction under this contract:

- (1) Uniform Building Code
- (2) Uniform Mechanical Code
- (3) Uniform Plumbing Code
- (4) Standard Building Code
- (5) National Electrical Code
- (6) Life Support Code - 101
- (7) National Fire Code
- (8) Air Force Regulation – AFI 32-1023
- (9) Bay County and Mississippi Building Codes

b. The contractor shall have a copy of each of these documents available for use during the term of this contract.

c. If there is a conflict between these codes, regulations and specifications, the most stringent requirements shall apply at all times.

**C-932. AS-BUILT STATEMENT**

The government does not guarantee the accuracy or adequacy of existing as-built drawings. It is the contractor's responsibility to verify all as-built conditions prior to the issuance of each task order.

**C-933. SUPERINTENDENTS**

The contractor shall employ construction superintendents to oversee all work under this contract. When work is being performed, the superintendent shall be available within 15 minutes during all working hours, except for such incidental errands as required by his duties. The superintendent is responsible for the proper coordination and timeliness of the work, and for the proper workmanship of all trades; therefore, his absence from the project site without a suitable substitute representative of the contractor shall be considered as damaging to the government. The ability of the superintendent, based on his knowledge and experience, is essential to the proper execution of the work, as is his ability to communicate and direct the efforts of those performing the work. The government reserves the right to restrict the employment under the contract of any employee identified as a potential threat to the health, safety, security, well-being, or operational mission of the installation and its population. One week prior to the start of work, the contractor shall submit in writing to the contracting officer, or designated representative, the name of the individual to serve as project superintendent.

**C-934. DESIGNATION OF GOVERNMENT FURNISHED PROPERTY ADMINISTRATOR**

The Base Civil Engineer, or his authorized representative, is designated as property administrator for government furnished material (GFM) to be provided to the contractor for performance under this contract.

**C-935. USE OF GOVERNMENT FURNISHED MATERIAL**

The government reserves the right to provide government furnished material (GFM) that is on hand if it can be used by the contractor to complete a task order. If GFM is to be used for a task order,

the labor costs from UPB shall only be utilized in computing the cost of the task order. The total dollar amount of GFM shall not exceed 10% of the total contract amount in any one year.

C-936. **NOTICE OF AWARD**

Award of a contract resulting from this solicitation may be made by the issuance of a written notice of award. Notwithstanding the requirement to execute formal contractual documents, a notice of award shall constitute a binding contract when such is mailed (or otherwise furnished) to the successful offeror.

C-937. **AREA PRACTICES IN RELATION TO LABOR CLASSIFICATION IN CONSTRUCTION**

Offerors are cautioned to check local labor union practices in relation to concerns regarding labor classifications which may affect the proposal.

C-938. **RELEASE OF CLAIMS**

Upon completion of the work and prior to final payment of each task order, the contractor shall be required to furnish to the contracting officer a "Release of Claims" as specified by the clause entitled, *Payments Under Fixed Price Construction Contracts*, (FAR 52.232-5).

C-939. **PROGRESS OF WORK**

The Contractor will coordinate all work schedules with the contracting officer or designated representative, and Base Civil Engineering, SABER Inspector prior to start of work. Progress meetings will be conducted with the contracting officer or designated representative, SABER Team, and Contractor's team, which may require corporate management representation at the contracting officer's discretion.

C-940. **DAMAGE TO UTILITIES**

In the event of a contractor caused utility failure/disruption, the contractor will first make the area safe, then immediately contact the Base Civil Engineer Service Call Desk (377-4179) and contracting officer (377-3642) or his/her designated representative. If the damaged utilities are the fault of the contractor, the contractor will repair the utilities in a timely manner at no cost to the government. If the damaged utilities are not the fault of the contractor repairs will be accomplished by the government or at government expense.

C-941. **CONSTRUCTION EQUIPMENT**

Equipment and vehicles to be used on base shall be safe and in good operating condition. The contracting officer, or designated representative, reserves the right to inspect any on-base equipment and reject such equipment if he/she considers it unsafe, in poor operating condition, or inappropriate for work. Contractor must notify the contracting officer of any contractor equipment that is broken down on Keesler AFB roads. Every effort should be made to move broken down equipment to the nearest parking lot before leaving it.

C-942. **DELAYS IN ENTERING AND LEAVING WORK AREA**

If the work site is located in a restricted or controlled area, the contractor may experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. Also, due to the nature of restricted areas and mission requirements the contractor may be requested to leave the restricted area at any given time.

**C-943. EQUIPMENT DATA (FOR WARRANTY/GUARANTEE ITEMS)**

a. Major Equipment: The contractor shall provide a list of all equipment furnished and installed under each task order. This list shall include, but not be limited to, each piece of equipment which has a serial number. Each listing shall positively identify the piece of property by including all the following information: date installed/replaced, warranty/guarantee expiration date, item installed, type, model, serial number, style, voltage, cycles, horsepower, size, quantity, frame, item cost, item replacement cost, and location of item/equipment. The aforementioned list shall be furnished to the contracting officer as one (1) reproducible and three (3) copies at the contracting officer's request any time during the contract.

b. Major equipment includes, but is not limited to, air conditioners, air handlers, transformers, electric motors, compressors, condensing units, chillers, exhaust fans, generators and transfer switches. Contractor shall place AF Optional Form 274, Equipment Warranty sticker, on all equipment furnished and installed under this contract.

c. This is not meant to include: light switches, fixtures, relays, valves, and such material items as; piping, insulation, and minor component parts of larger assemblies.

**C-944. REQUIREMENTS FOR CONTRACTORS REQUESTING BASE ENTRY**

a. All civilian contractors who work on base must obtain an authorization letter from the 81st Contracting Squadron. Once that letter is obtained, the AF Form 75 will be issued for a period of one year at a time, not to cross over contract option periods.

b. Confirmation of contractor's employees will be accomplished by verifying the person's credentials (driver's license, insurance, registration, etc.) against the contractor supplied employee list. AF Forms 75 issued in excess of 90 days will have a photograph attached to the upper left-hand corner. Supplier vehicles delivering materials to the base will be granted entry upon presentation of a valid bill of lading and/or task slip.

c. The employee must show a notarized letter from the contractor that he/she is the sole driver of the vehicle and is covered by insurance, accompanied by a copy of the registration.

d. When the driver changes vehicles prior to coming onto the base, he/she will stop at the Visitor Center to obtain a vehicle pass for that particular vehicle.

e. When sub-contractor employees are required for longer than one (1) day, the primary contractor will provide individual letters to base contracting for authorization. The primary contractor will return the letter(s) to the sub-contractor employees to obtain an AF Form 75 at the Visitor Center.

**C-945. CONTRACTOR RESPONSIBILITY**

Contractors operating on base will be responsible for briefing and ensuring the employees adhere to the traffic rules and regulations. The foreman, job supervisor and other personnel providing workman leadership will insure the workers comply with these rules and regulations. Speed limit on base is 30 MPH unless otherwise posted. The speed limit in base housing areas is 15 MPH and the speed limit in parking lots is 5 MPH. Individuals are to obey all entry procedures. If instructions are given by the Security Forces personnel on the entry points (gates), they will be complied with immediately. Security Forces utilize speed detection devices and citations will be issued to violators. Personnel who park on grass or seeded areas will be cited. Civilians violating the base traffic and parking laws will be issued a Magistrate's Court Summons, DD Form 1805, and on-base driving record will be maintained with a court appearance or fine as required. Depending on the seriousness of the violation, in some cases a mandatory court appearance date may be issued. The individual may choose to pay the fine by sending the amount for the violation along with the citation to the U.S. Magistrate Court or they may return the citation by mailing just the citation to the U.S. Magistrate Court, who will in turn set a date for their court appearance. For your information, all base traffic rules are contained in AFI 31-204.

**PART I - THE SCHEDULE  
SECTION E  
INSPECTION AND ACCEPTANCE**

E-18. **52.246-12 INSPECTION OF CONSTRUCTION** AUG 1996  
(IAW FAR 46.312)  
E-602 **5352.246-9000 INSPECTION AND ACCEPTANCE** JUL 1993  
(IAW FAR 46.401(b) and 46.503)

Inspection and acceptance will be at destination(s) specified in Section "B" hereof.

E-901. **NOTICE OF COMPLETION OF TASK ORDER/FINAL INSPECTION**

a. **PRE-FINAL AND FINAL INSPECTION:** The contractor is responsible for insuring a quality control check has been accomplished prior to requesting a final inspection from the government. Any discrepancies noted shall be corrected prior to any final inspection. A final inspection will be required on all task orders and the procedures identified below shall be followed:

(1) When a contractor is ready for final inspection, he shall request final inspection in writing to the contracting officer. The final inspection shall normally be requested three working days before the desired date or as otherwise negotiated with the contracting officer.

(2) The final inspection will be performed with the contractor by 81<sup>st</sup> Support Group/ SABER Office (CES/CECS) and 81<sup>st</sup> CONS/LGCA personnel.

b. Any discrepancies noted will be corrected by the contractor within five (5) working days or as specified by the contracting officer, prior to final payment. The contracting officer reserves the right to both decline the contractor request for a final inspection or suspend a final inspection, when it is evident that the contractor is not ready. At the discretion of the contracting officer, ten percent (10%) of the total value of each task order will be retained until all discrepancies are corrected.

E-902. **DESIGNATION OF GOVERNMENT INSPECTOR**

The Base Civil Engineer or his authorized representative is designated as the representative of the contracting officer for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This designation in no way authorizes anyone other than the contracting officer to commit the government to changes in the terms of the contract or changes to individual task orders. After contract award the contracting officer will submit a letter to the contractor identifying the individuals designated as the representative of the contracting officer.

**PART I - THE SCHEDULE**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F-11. **PERIOD OF PERFORMANCE**

a. This is a firm-fixed-price, indefinite-delivery indefinite-quantity contract for the maintenance, repair, alteration and/or construction of the items specified. The contract will be effective from 7 Jul 00 or date of award, whichever is later, through 6 Jul 01 for the basic period, with option periods, as follows, unless sooner terminated under the terms of the contract:

OPTION PERIOD ONE (12 Mo.):	7 Jul 2001 through 6 Jul 2002
OPTION PERIOD TWO (6 Mo.):	7 Jul 2002 through 6 Jan 2003
OPTION PERIOD THREE (6 Mo.):	7 Jan 2003 through 6 Jul 2003
OPTION PERIOD FOUR (6 Mo.):	7 Jul 2003 through 6 Jan 2004
OPTION PERIOD FIVE (6 Mo.):	7 Jan 2004 through 6 Jul 2004
OPTION PERIOD SIX (6 Mo.):	7 Jul 2004 through 6 Jan 2005
OPTION PERIOD SEVEN (6 Mo.):	7 Jan 2005 through 6 Jul 2005

(Dates shown are based on an award date of 7 Jul 00. If the contract is not awarded on that date the dates will be adjusted accordingly. Initial contract period length is 12 months.

b. Delivery or performance shall be specified in each task order issued under the terms of this contract. Individual task order performance periods will be negotiated in accordance with contract clause F-24, *Ordering Procedures*, of this Section.

F-20. **52.211-12** **LIQUIDATED DAMAGES-CONSTRUCTION** APR 1984  
(IAW FAR 11.504(b))

For the purposes of this clause the blank(s) are completed as follows:

(a) the sum of \$ \* **plus probable actual damages to the Government to be determined on a case by case basis for each task order**, for each day of delay. \* To be specified in each Delivery Order. (IAW FAR 12.204(b))

F-901. **HOLIDAYS**

a. The following Federal legal \*holidays are observed by Keesler Air Force Base:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday In January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	Second Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

\*Holidays falling on Saturday or Sunday will be observed on the following Monday.

b. In the event that the contractor desires to work on one of the above holidays, the contractor must obtain either written or verbal approval from the contracting officer two (2) calendar days in advance.

F-902. **HOURS OF WORK**

The normal hours of work on Keesler AFB, MS are compressed work schedule from 7a.m. to 4:45 p.m., Monday through Thursday, with alternating Fridays 7a.m. to 3:45 p.m., excluding holidays. Access to work sites may be restricted to these hours and days. Work during other than normal hours must be coordinated in advance with the contracting officer.

F-903.

**ORDERING PROCEDURES**

- a. As the need exists for performance under the terms of this contract, the contracting officer or his authorized representative will notify the contractor of a performance requirement.
- b. The contractor shall have permanent, full-time representation at Keesler AFB to receive such notification.
- c. Upon receipt of this notification, the contractor shall respond to the needs of the Government within 3 working days by visiting the proposed work site in the company of the contracting officer or his authorized representative. In accordance with contract clause, FAR 52.216-19, *Order Limitations*, if the contractor does not wish to provide the services requested on a task order, which are below the minimum order amount or above the maximum order amount as specified herein they must submit in writing within 3 days of receipt of notification an explanation of non-intent. The contractor's attention is directed to paragraph (a), 52.216-19, wherein an order above the maximum shall be honored unless the order is returned within 3 days to the ordering officer with a written notice.
- d. Upon establishment of the scope of the individual requirement, the contractor shall then prepare his proposal for accomplishment of the task. It is the contractor's responsibility to ensure the proposal includes all costs associated with meeting the requirements of federal, state, and local laws or enforcing codes, as well as the requirements of the Technical Specifications, Volume II. It shall be the responsibility of the contractor to ensure that all the requirements of the statement of work have been included in their proposal. No equitable adjustment will be made after the issuance of a task order to account for items left out of the contractor's proposal.
- e. The contractor's proposal must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirements have previously been performed. Examples of documentation that might reasonably be expected would include surveying, design drawings, calculations, catalog cuts, specs, architectural renderings, etc.. The coefficient must contain overhead, profit, bond premiums, insurance, and all other costs including, but not limited to compliance with environmental laws, tax laws, protection or moving of government property and engineering services for both the prime and all subcontractors. No allowances will be made after the issuance of a task order to account for items left out of the contractor's proposal.
- f. The UPB will serve as the basis for establishing the value of the work to be performed on a unit price basis.
- g. Non-pre-priced work to be included in the task order shall be presented by the contractor in a separate category, showing itemized material, labor, and equipment costs. If a single non-priced item exceeds \$2,500, the contractor shall provide at least three (3) price quotes, if possible, to substantiate the proposed price. In the instance that three quotes cannot be obtained, the contractor shall notify contracting officer to this effect with written explanation. More than one quote may be required for non-priced items less than \$2,500 if, in the contracting officer's discretion it is determined necessary. These quotes shall be made available to the contracting officer upon request.
- h. The contracting officer and the contractor will agree on a time for submittal of the contractor's proposal for each individual requirement. Unless otherwise directed, 10 days will normally be considered acceptable.
- i. Upon receipt of the contractor's proposal, the government will, within a reasonable time, review the proposal for completeness. The government will negotiate all non-priced items and performance times with the contractor.
- j. The contracting officer, using Standard Form (SF) 1449 will then issue a task order. Each task order will include the following information:
  - (1) Date of the task order
  - (2) Contract number and task order number
  - (3) Scope of work and negotiated lump sum cost
  - (4) Task order price, delivery or performance data
  - (5) Accounting and appropriation data, and paying office
  - (6) Any other pertinent data
- k. If conditions arise where a task order may need to be modified, the contractor shall inform the contracting officer as soon as possible. Modifications to task orders can only be issued by the contracting officer. Modifications to a task order will be subject to the same coefficient as the original task order, regardless of the contract year in which the modification is awarded.

**PART I - THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

G-1. **ACCOUNTING AND APPROPRIATION DATA**  
Accounting and appropriation data will be specified on individual task orders.

G-2. **IDENTIFICATION OF CORRESPONDENCE**  
All correspondence and data submitted by the contractor under this contract shall reference the contract number, task order number, project title, and project number.

G-3. **CONTRACT ADMINISTRATION**  
Administration of this contract and the task orders under it will be performed by the 81st Contracting Squadron/LGCA, Keesler AFB, MS. No changes, deviations, or waivers shall be effected without a modification of the contract or task order, executed by the contracting officer authorizing such changes, deviations, or waivers.

G-4. **MAILING OF INVOICES**  
a. Properly prepared invoices, bearing the contract number and applicable task order number, will be submitted in triplicate to:

**81st Contracting Squadron/LGCA**  
**Attn: "SABER"**  
**310 M Street, Room 102**  
**Keesler AFB, MS 39534-2147**

b. A properly executed Certificate for Payment must accompany each invoice. The format for this certificate will be provided to the contractor at the pre-performance conference. The contractor will not prepare an invoice that exceeds 90 percent of each task order total until the project is 100 percent complete (i.e., all discrepancies and punch list items are completed including approved submittals and as-builts).

G-5. **5352.232-9000 REMITTANCE ADDRESS**  
(IAW AFFARS 5332.908)

MAY 1996

**REMITTANCE ADDRESS**

If the remittance address is different from the mailing address, enter the remittance address below.  
Failure to provide this information may impact payment.

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**PART I - THE SCHEDULE  
SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

H-109. **REQUIRED INSURANCE**  
(IAW FAR 28.306(b))

Reference FAR clause 52.228-5 entitled *Insurance-Work on a Government Installation*, the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

a. Workmen's Compensation and Employers Liability Insurance as required by law, except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of **\$100,000**.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of **\$500,000** per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limit of **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

H-601 **5352.214-9000 SMOKING IN AETC FACILITIES**  
**5352.214-9000**

JUL 1993

(IAW FAR 5314.201-2(h))

Contractors are advised that the Commander has placed restrictions on the smoking of tobacco products in Air Education and Training Command (AETC) facilities. AFI 40-102, Tobacco Use in the Air Force, and its AETC Supplement 1, outline the procedures used by the commander to control smoking in our facilities. Contractor employees and visitors are subject to the same restrictions as government personnel. Smoking is permitted only in designated smoking areas.

**INCORPORATION OF CONTRACTOR'S PROPOSAL**

The contractor's proposal, as revised through discussions, and final proposal revision dated \_\_\_\_\_, submitted in response to this solicitation, as amended, is incorporated into this contract by reference. Once incorporated by reference, the contractor's proposal is releasable under the Freedom of Information Act (FOIA). (See Contract Clause FAR 52.215-8 "Order of Precedence - Uniform Contract Format). \*To be completed at time of award.

**PART II - CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998**  
(IAW FAR 52.107(b))

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>

<u>NO</u>	<u>FAR PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
I-11.	52.202-1	<b>DEFINITIONS</b> (IAW FAR 2.201)	OCT 1995
I-12.	52.202-1	<b>ALTERNATE I</b> (IAW FAR 2.201)	APR 1984
I-19.	52.203-3	<b>GRATUITIES</b> (IAW FAR 3.202)	APR 1984
I-20.	52.203-5	<b>COVENANT AGAINST CONTINGENT FEES</b> (IAW FAR 3.404)	APR 1984
I-21.	52.203-6	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> (IAW FAR 3.503-2)	JUL 1995
I-22.	52.203-7	<b>ANTI-KICKBACK PROCEDURES</b> (IAW FAR 3.502-3)	JUL 1995
I-23.	52.203-8	<b>CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(a))	JAN 1997
I-25.	52.203-10	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(b))	JAN 1997
I-25C.	52.203-12	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> (IAW FAR 3.808(b))	JUN 1997
I-39.	52.204-4	<b>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER</b> (IAW FAR 4.304)	JUN 1996
I-78.	52.209-6	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b> (IAW FAR 9.409(b))	JUL 1995
I-100.	52.211-10	<b>COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK</b> (IAW FAR 11.404(b))	APR 1984

For the purposes of this provision the blank(s) are completed as follows:

- (a) within 10
- (c) the date specified on individual task orders

I-102.	52.211-15	<b>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</b> (IAW FAR 11.604(b))	SEP 1990
I-128.	52.215-2	<b>AUDIT AND RECORDS-NEGOTIATION</b> (IAW FAR 15.209(b))	JUN 1999

I-129G 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT OCT 1997  
(IAW FAR 15.209(h))

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

I-170 52.216-18 ORDERING OCT 1995  
(IAW FAR 16.506(a))

For the purpose of this clause the blanks are completed as follows:

- (a) date of contract award for a period of 365 days.

I-171 52.216-19 ORDER LIMITATIONS OCT 1995  
(IAW FAR 16.506(b))

For the purpose of this clause the blanks are completed as follows:

- (a) Minimum order. \$2,000
- (b) Maximum order.
  - (1) \$500,000
  - (2) \$9,500,000
  - (3) 10
- (d) 10 days

I-178 52.216-22 INDEFINITE QUANTITY OCT 1995  
(IAW FAR 16.506(e))

- (d) after completion of all task orders which were issued during the contract period.

I-194 52.217-8 OPTION TO EXTEND SERVICES NOV 1999  
(IAW FAR 17.208(f))

(The second sentence of this clause is hereby deleted with reference to adjustment of prevailing labor rates.)

I-195 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 2000  
(IAW FAR 17.208(g))

For the purposes of this clause the blank(s) are completed as follows:

- (a) 30 days
- (c) 66 Months

I-214 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS OCT 1999  
(IAW FAR 19.708(a))

I-221 52.219-14 LIMITATIONS ON SUBCONTRACTING DEC 1996  
(IAW FAR 19.508(e))

(f) To notify the 81st Contracting Squadron contracting officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I-225 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS JUN 1999  
(IAW FAR 19.811-3(d))

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) SIC code **1542** is specifically included in the Offeror's approved business plan;  
(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(4) The offeror's approved business plan is on file and serviced by the **SBA, Region IV (Jackson, MS; Birmingham, AL; Louisville, KY; Nashville, TN; Columbia, SC; Charlotte, NC; Atlanta, GA; and the Florida offices.**

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories or possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ will notify the 81st Contracting Squadron contracting officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I-225C	<b>52.219-18</b>	<b>ALTERNATE 1</b> (IAW FAR 19.811-3(d))	NOV 1989
I-247.	<b>52.222-3</b>	<b>CONVICT LABOR</b> (IAW FAR 22.202)	AUG 1996
I-248.	<b>52.222-4</b>	<b>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION</b> (IAW FAR 22.305)	JUL 1995
I-250.	<b>52.222-6</b>	<b>DAVIS-BACON ACT</b> (IAW FAR 22.407(a)(1))	FEB 1995
I-251.	<b>52.222-7</b>	<b>WITHHOLDING OF FUNDS</b> (IAW FAR 22.407(a)(2))	FEB 1988
I-252.	<b>52.222-8</b>	<b>PAYROLLS AND BASIC RECORDS</b> (IAW FAR 22.407(a)(3))	FEB 1988
I-253.	<b>52.222-9</b>	<b>APPRENTICES AND TRAINEES</b> (IAW FAR 22.407(a)(4))	FEB 1988
I-254.	<b>52.222-10</b>	<b>COMPLIANCE WITH COPELAND ACT REQUIREMENTS</b> (IAW FAR 22.407(a)(5))	FEB 1988
I-255	<b>52.222-11</b>	<b>SUBCONTRACTS (LABOR STANDARDS)</b> (IAW FAR 22.407(a)(6))	FEB 1988
I-256.	<b>52.222-12</b>	<b>CONTRACT TERMINATION-DEBARMENT</b> (IAW FAR 22.407(a)(7))	FEB 1988
I-257.	<b>52.222-13</b>	<b>COMPLIANCE WITH DAVIS-BACON AND RELATED REGULATIONS</b> (IAW FAR 22.407(a)(8))	FEB 1988
I-258.	<b>52.222-14</b>	<b>DISPUTES CONCERNING LABOR STANDARDS</b> (IAW FAR 22.407(a)(9))	FEB 1988
I-259.	<b>52.222-15</b>	<b>CERTIFICATION OF ELIGIBILITY</b> (IAW FAR 22.407(a)(10))	FEB 1988

I-262	<b>52.222-21</b>	<b>PROHIBITION OF SEGREGATED FACILITIES</b> FEB 1999 (22.810(a)(1))	
I-264.	<b>52.222-26</b>	<b>EQUAL OPPORTUNITY</b> FEB 1999 (IAW FAR 22.810(e))	
I-266.	<b>52.222-27</b>	<b>AFFIRMATIVE ACTION COMPLIANCE</b> FEB 1999 <b>REQUIREMENTS FOR CONSTRUCTION</b> (IAW FAR 22.810(f))	
I-274.	<b>52.222-35</b>	<b>AFFIRMATIVE ACTION FOR DISABLED</b> APR 1998 <b>VETERANS AND VETERANS OF THE</b> <b>VIETNAM ERA</b> (IAW FAR 22.1308(a)(1))	
I-276.	<b>52.222-36</b>	<b>AFFIRMATIVE ACTION FOR WORKERS WITH</b> JUN 1998 <b>DISABILITIES</b> (IAW FAR 22.1408(a))	
I-278.	<b>52.222-37</b>	<b>EMPLOYMENT REPORTS ON DISABLED</b> JAN 1999 <b>VETERANS AND VETERANS OF THE VIETNAM ERA</b> (IAW FAR 22.1308(b))	
I-293	<b>52.223-3</b>	<b>HAZARDOUS MATERIAL IDENTIFICATION AND</b> JAN 1997 <b>MATERIAL SAFETY DATA</b> (IAW FAR 23.303)	

(b) Material Identification No.  
(If none, insert NONE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I-294	<b>52.223-5</b>	<b>POLLUTION PREVENTION AND</b> APR 1998 <b>RIGHT-TO-KNOW INFORMATION</b> (IAW FAR 23.1005)	
I-295	<b>52.223-6</b>	<b>DRUG-FREE WORKPLACE</b> JAN 1997 (IAW FAR 23.505)	
I-296C	<b>52.223-9</b>	<b>CERTIFICATION AND ESTIMATE OF</b> OCT 1997 <b>PERCENTAGE OF RECOVERED MATERIAL</b> <b>CONTENT FOR EPA DESIGNATED ITEMS</b> (IAW FAR 23.405(b))	
I-297E.	<b>52.223-14</b>	<b>TOXIC CHEMICAL RELEASE REPORTING</b> OCT 1996 (IAW FAR 23.907(b))	
	<b>52.225-11</b>	<b>BUY AMERICAN ACT--BALANCE OF PAYMENTS</b> FEB 2000 <b>PROGRAM - CONSTRUCTION MATERIALS Under Trade Agreements</b> <b>UNDER TRADE AGREEMENTS</b> (IAW FAR 25.1102©(1))	

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

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

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

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan, Kiribati, Korea-Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

"Designated country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

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

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

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

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

(b) *Construction materials.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE [Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

<u>Construction material description</u>	<u>Unit of measure</u>	<u>Quantity</u>	<u>Price (dollars)*</u>
<i>Item 1</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

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

	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (IAW FAR 25.1103(a))	FEB 2000
I-315.	52.227-1	AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a))	JUL 1995
I-317.	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS (IAW FAR 27.202-2)	AUG 1996
I-321.	52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS (IAW FAR 27.203-5)	APR 1984
I-333.	52.228-1	BID GUARANTEE (IAW FAR 28.101-2(a))	SEP 1996

For the purposes of this clause the blanks are completed as follows:

(c) **20 percent of the guaranteed minimum amount**

I-334.	52.228-2	ADDITIONAL BOND SECURITY (IAW FAR 28.106-4)	OCT 1997
I-337.	52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	JAN 1997
I-345.	52.228-11	PLEDGES OF ASSETS (IAW FAR 28.203-6)	FEB 1992
I-346.	52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (IAW FAR 28.106-4(b))	OCT 1995
I-348.	52.228-14	IRREVOCABLE LETTER OF CREDIT (IAW FAR 28.204-4)	DEC 1999
I-348H.	52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (IAW FAR 28.102-3(a))	SEP 1996
I-352.	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3)	JAN 1991
I-354.	52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984

I-387.	<b>52.232-5</b>	(IAW FAR 29.401-5) <b>PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS</b> (IAW FAR 32.111(a)(5))	MAY 1997
I-403.	<b>52.232-17</b>	<b>INTEREST</b> (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
I-405	<b>52.232-19</b>	<b>AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR</b> (IAW 32.705-1(b))	APR 1984
I-409.	<b>52.232-23</b>	<b>ASSIGNMENT OF CLAIMS</b> (IAW FAR 32.806(a)(1))	JAN 1986
I-410.	<b>52.232-23</b>	<b>ASSIGNMENT OF CLAIMS-ALTERNATE I</b> (IAW FAR 32.806(a)(2))	APR 1984
I-415.	<b>52.232-27</b>	<b>PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS</b> (IAW FAR 32.908(b))	JUN 1997

For the purposes of this clause the blank(s) are completed as follows:

(a) (1) (I) (A) 30

(a) (4) (I) 14th

I-416F.	<b>52.232-33</b>	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION</b> (IAW FAR 32.1103(a))	MAY 1999
I-417.	<b>52.233-1</b>	<b>DISPUTES</b> (IAW FAR 33.203(c))	DEC 1998
I-419.	<b>52.233-3</b>	<b>PROTEST AFTER AWARD</b> (IAW FAR 33.106(b))	AUG 1996
I-445.	<b>52.236-2</b>	<b>DIFFERING SITE CONDITIONS</b> (IAW FAR 36.502)	APR 1984
I-446.	<b>52.236-3</b>	<b>SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK</b> (IAW FAR 36.503)	APR 1984
I-447	<b>52.236-4</b>	<b>PHYSICAL DATA</b> (IAW 36.504)	APR 1984

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

(a) N/A

(b) Weather Conditions:

AVERAGE NUMBER OF RAIN DAYS PER MONTH

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	9	9	7	7	9	11	12	9	6	7	10

(c) N/A

(d) N/A

I-448.	<b>52.236-5</b>	<b>MATERIAL AND WORKMANSHIP</b> (IAW FAR 36.505)	APR 1984
I-449.	<b>52.236-6</b>	<b>SUPERINTENDENCE BY THE CONTRACTOR</b> (IAW FAR 36.506)	APR 1984
I-450.	<b>52.236-7</b>	<b>PERMITS AND RESPONSIBILITIES</b> (IAW FAR 36.507)	NOV 1991
I-451.	<b>52.236-8</b>	<b>OTHER CONTRACTS</b> (IAW FAR 36.508)	APR 1984
I-452.	<b>52.236-9</b>	<b>PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS</b>	APR 1984

I-453.	<b>52.236-10</b>	(IAW FAR 36.509) <b>OPERATIONS AND STORAGE AREAS</b>	APR 1984
I-454.	<b>52.236-11</b>	(IAW FAR 36.510) <b>USE AND POSSESSION PRIOR TO COMPLETION</b>	APR 1984
I-455.	<b>52.236-12</b>	(IAW FAR 36.511) <b>CLEANING UP</b>	APR 1984
I-456.	<b>52.236-13</b>	(IAW FAR 36.512) <b>ACCIDENT PREVENTION</b>	NOV 1991
I-458.	<b>52.236-14</b>	(IAW FAR 36.513(a)) <b>AVAILABILITY AND USE OF UTILITY SERVICES</b>	APR 1984
I-459	<b>52.236-15</b>	(IAW FAR 36.514) <b>SCHEDULES FOR CONSTRUCTION CONTRACTS</b>	APR 1984
I-462	<b>52.236-17</b>	(IAW FAR 36.515) <b>LAYOUT OF WORK</b>	APR 1984
I-466.	<b>52.236-21</b>	(IAW FAR 36.517) <b>SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION</b>	FEB 1997
I-467	<b>52.236-21</b>	(IAW FAR 36.521) <b>SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION-ALTERNATE I</b>	APR 1984
I-473	<b>52.236-26</b>	(IAW FAR 36.521(a)) <b>PRECONSTRUCTION CONFERENCE</b>	FEB 1995
I-541.	<b>52.242-13</b>	(IAW FAR 36.522) <b>BANKRUPTCY</b>	JUL 1995
I-542.	<b>52.242-14</b>	(IAW FAR 42.903) <b>SUSPENSION OF WORK</b>	APR 1984
I-559.	<b>52.243-4</b>	(IAW FAR 42.1305(a)) <b>CHANGES</b>	AUG 1987
I-584.	<b>52.245-4</b>	(IAW FAR 43.205(d)) <b>GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)</b>	APR 1984
I-624.	<b>52.246-21</b>	(IAW FAR 45.106(d)) <b>WARRANTY OF CONSTRUCTION</b>	MAR 1994
I-676.	<b>52.248-3</b>	(IAW FAR 46.710(e)(1)) <b>VALUE ENGINEERING-CONSTRUCTION</b>	FEB 2000
I-684.	<b>52.249-2</b>	(IAW FAR 48.202) <b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b>	SEP 1996
I-685.	<b>52.249-2</b>	(IAW FAR 49.502(b)(1)(i)) <b>ALTERNATE I</b>	SEP 1996
I-702.	<b>52.249-10</b>	(IAW FAR 49.502(b)(1)(ii)) <b>DEFAULT (FIXED-PRICE CONSTRUCTION)</b>	APR 1984
I-732	<b>52.252-4</b>	(IAW FAR 49.504(c)(1)) <b>ALTERATIONS IN CONTRACT</b>	APR 1984

Portions of this contract are altered as follows:

None

I-733.	<b>52.252-6</b>	<b>AUTHORIZED DEVIATIONS IN CLAUSES</b> (IAW FAR 52.107(f))	APR 1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-750.	<b>52.253-1</b>	<b>COMPUTER GENERATED FORMS</b> (IAW FAR 53.111)	JAN 1991
IA-22.	<b>252.203-7001</b>	<b>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES</b> (IAW DFARS 203.570-5)	MAR 1999
IA-24.	<b>252.203-7002</b>	<b>DISPLAY OF DOD HOTLINE POSTER</b> (IAW DFARS 203.7002)	DEC 1991
IA-33.	<b>252.204-7003</b>	<b>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b> (IAW DFARS 204.404-70(b))	APR 1992
IA-34	<b>252.204-7004</b>	<b>REQUIRED CENTRAL CONTRACTOR REGISTRATION</b> (IAW 204.7304)	MAR 1998
IA-40.	<b>252.205-7000</b>	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b> (IAW DFARS 205.470-2)	DEC 1991
IA-90.	<b>252.209-7000</b>	<b>ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY</b> (IAW DFARS 209.103-70)	NOV 1995
	<b>252.209-7004</b>	<b>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</b> (IAW 209.409)	MAR 1998
IA-152	<b>252.215-7000</b>	<b>PRICING ADJUSTMENTS</b> (215.804-8(1))	DEC 1991
	<b>252.219-7009</b>	<b>SECTION 8(a) DIRECT AWARD</b> (IAW 219.811-3(1)) (a) The cognizant SBA district office is:  _____  _____	JUN 1998
	<b>252.219-7010</b>	(To be completed by C.O. at time of award) <b>ALTERNATE A</b> (IAW 219.811-3(2))	JUN 1998
IA-269	<b>252-223-7001</b>	<b>HAZARD WARNING LABELS</b> (IAW 223.303)	DEC 1991
IA-280	<b>252.223-7004</b>	<b>DRUG-FREE WORK FORCE</b> <b>252.223-7004</b> (IAW DFARS 223.510-3)	SEP 1988
IA-282.	<b>252.223-7006</b>	<b>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</b> (IAW DFARS 223.7103(a))	APR 1993
IA-293.	<b>252.225-7012</b>	<b>PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b> (IAW DFARS 225.7002-3(a))	JAN 1999
IA-312H.	<b>252-225-7031</b>	<b>SECONDARY ARAB BOYCOTT OF ISRAEL</b> (IAW DFARS 225.770-5)	JUN 1992
IA-350.	<b>252.227-7033</b>	<b>RIGHTS IN SHOP DRAWINGS</b> (IAW DFARS 227.7107-1(c))	APR 1966

IA-399.252.231-7000	<b>SUPPLEMENTAL COST PRINCIPLES</b> (IAW DFARS 231.100-70)	DEC 1991
IA-462.252.236-7000	<b>MODIFICATION PROPOSALS-PRICE BREAKDOWN</b> (IAW DFARS 236.570(a))	DEC 1991
IA-463 252.236-7001	<b>CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS</b> (IAW 236.570(a)) (c) Title File and Drawing No. N/A N/A N/A	DEC 1991
IA-474.252.236-7005	<b>AIRFIELD SAFETY PRECAUTIONS</b> (IAW DFARS 236.570(b)(3))	DEC 1991
IA-632.252.242-7000	<b>POSTAWARD CONFERENCE</b> (IAW DFARS 242.570)	DEC 1991
IA-648.252.243-7001	<b>PRICING OF CONTRACT MODIFICATIONS</b> (IAW DFARS 243.205-71)	DEC 1991
IA-649 252.243-7002	<b>REQUESTS FOR EQUITABLE ADJUSTMENT</b> (IAW FAR 243.205-72)	MAR 1998
IA-745.252.247-7023	<b>TRANSPORTATION OF SUPPLIES BY SEA</b> (IAW DFARS 247.573(b))	MAR 2000

(a) Definitions.

as used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a US-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) an item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works, buildings and facilities, ships, floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract. The Contractor and its subcontractors may request that the contracting officer authorize shipment in foreign-flag vessels, or designate available US-flag vessels, if the Contractor or a subcontractor believes that-

(2) A subcontractor transporting supplies by sea under this contract shall use U.S. flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that is subcontracts for f.o.b. destination shipment);
  - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
  - (3) Are commissary or exchange cargoes transportes outside of the Defense Transportation System in accordance with 10U.S.C. 2643.
- (b) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—
- (1) U.S. flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the contracting officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The contractor shall describe these shipments in the following format:

ITEM

CONTRACT





**PART III-LIST OF DOCUMENTS,  
EXHIBITS  
AND OTHER ATTACHMENTS  
SECTION J**  
**(All listed attachments are at the end of this document)**

<u>ATCH NUMBER</u>	<u>TITLE</u>	<u>DATE</u>	<u>NUMBER OF PAGES</u>
1.	Unit Price Book, Volume III (Book 1 – Sections 01 through 14, Book 2 – Sections 15 through 16.)	Oct 97	1680
2.	Technical Specifications, Volume II (Book 1 – Sections 01 through 09, Book 2 – Sections 10 through 16.)	Sep 97	1145
3.	U.S. Department of Labor Wage Determination General Decision Number MS000018,	11 Feb 00	2
4.	U.S. Department of Labor Wage Determination General Decision Number MS000020,	11 Feb 00	3
5.	U.S. Department of Labor Wage Determination General Decision Number MS000057,	11 Feb 00	2
6.	SABER – Proposed Statement of Work (Sample Project) (Part of Contractor's Proposal)		2
7.	Contractor Performance Questionnaire (Maintained in Contract File)		5
8.	Amendments: 0001 0002 0003	10 May 00 12 May 00 16 May 00	1 4 1
9.	Contractor Proposal Volume 1 Volume 2		



award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
U. S. Department of Labor

200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION



CLARKE	LEAKE	SUNFLOWER
CLAY	LEE	TALLAHATCHIE
COAHOMA	LEFLORE	TATE
COPIAH	LINCOLN	TIPPAH
COVINGTON	LOWNDES	TISHOMINGO
DE SOTO	MADISON	TUNICA
FORREST	MARION	UNION
FRANKLIN	MARSHALL	WALTHALL
GEORGE	MONROE	WARREN
GREENE	MONTGOMERY	WASHINGTON
GRENADA	NESHOBA	WAYNE
HANCOCK	NEWTON	WEBSTER
HARRISON	NOXUBEE	WILKINSON
HINDS	OKTIBBEHA	WINSTON
HOLMES	PANOLA	YALOBUSHA
HUMPHREYS	PEARL RIVER	YAZOO

## SUMS2001A

CONSTRUCTION DESCRIPTION: Heavy Construction (including Water & Sewer Lines) excluding all work in conjunction with the Tennessee Tombigee Waterway Project and Heavy Construction in Jackson County.

SUMS2001A 11/01/1980

	Rates	Fringes
BRICKLAYERS	8.00	
CARPENTERS	6.23	
CEMENT MASONS	5.15	
ELECTRICIANS	9.84	
IRONWORKERS	8.15	
LABORERS:		
Unskilled	5.15	
Pipelayers	5.15	
Drillers	5.15	
PAINTERS	7.00	
PLUMBERS	7.81	
POWER EQUIPMENT OPERATORS:		
Backhoe	5.56	
Bulldozer	5.38	
Crane	6.61	
Dragline	5.94	
Front End Loader	5.40	
Mechanic	8.15	
Motor Grader	5.25	
Scraper	5.15	
Oiler	5.51	

WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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END OF GENERAL DECISION

**General Decision Number MS000057**

General Decision Number h0h2MS000057  
 Superseded General Decision No. MS990057

State: Mississippi

Construction Type:  
 BUILDING

County(ies):  
 HARRISON

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number      Publication Date  
 0                              02/11/2000

COUNTY(ies):  
 HARRISON

\* PLUM0568A 05/01/1999

	Rates	Fringes
PIPEFITTERS (INCLUDING HVAC PIPE)	19.35	4.15

SHEE0406A 08/01/1997

	Rates	Fringes
SHEET METAL WORKERS (INCLUDING HVAC DUCT)	15.70	3.87

SUMS1066A 10/31/1994

	Rates	Fringes
BRICKLAYERS/BLOCKLAYERS	12.17	
CARPENTERS (Including Drywall and batt insulation)	11.31	
ELECTRICIANS	15.00	3.75
IRONWORKERS (Structual & Reinforcing)	13.00	3.27
LABORERS;		
Unskilled	6.78	
Mason Tenders	7.00	
PAINTERS		
Brush (including drywall finishing)	8.00	
PLUMBERS	11.44	

POWER EQUIPMENT OPERATORS; Backhoe	12.00	
ROOFERS	11.07	.91
SOFT FLOOR LAYERS	10.11	.33
TILE SETTERS	10.66	
TRUCK DRIVERS	9.00	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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- \* a survey underlying a wage determination
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Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

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

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

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1</b>   <b>11</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00009</b>		3. EFFECTIVE DATE <b>04-Aug-2003</b>	4. REQUISITION/PURCHASE REQ. NO. FQ301093560100		5. PROJECT NO.(If applicable)	
6. ISSUED BY 81ST CONTRACTING SQUADRON JAMIE DAVIS 31 KEESLER AFB MS 39534-2147		CODE <b>FA3010</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LJC-HAMMER JOINT VENTURE LYDIA FLEMING SMITH LJC-HAMMER 809 COUNTY ROAD 99 HEADLAND AL 36345			9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE <b>SCRIPT-AID</b> FACILITY CODE			X <b>10A. MOD. OF CONTRACT/ORDER NO. F22600-00-D-M002</b>		X <b>10B. DATED (SEE ITEM 13) 03-Aug-2000</b>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Unilateral Mod Pursuant to FAR 52.217-9						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>To Exercise Fourth Option Period</b>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT F. WINLAND / FLIGHT A, TEAM A LEADER			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  15-Jul-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

A. THE OPTION TO EXTEND THE TERM OF THE CONTRACT, AS PROVIDED IN CONTRACT CLAUSE FAR 52.217-9 IS HEREBY EXERCISED AND THE TERM OF THE CONTRACT IS EXTENDED FOR THE PERIOD OF 03 AUG 03 THROUGH 02 FEB 04.

B. IN ACCORDANCE WITH SECTION B, B-900, SIMPLIFIED PROVISION FOR SABER ECONOMIC PRICE ADJUSTMENT (EPA) CONTRACT PRICE ADJUSTMENTS FOR THE FOURTH OPTION PERIOD ARE AS FOLLOWS:

	STANDARD HOURS	NON-STANDARD HOURS
0001 MAINTENANCE, REPAIR AND MINOR CONSTRUCTION WORK ON REAL PROPERTY AT KEESLER AFB, MS	1.16	
0002 MAINTENANCE, REPAIR AND MINOR CONSTRUCTION WORK ON REAL PROPERTY AT KEESLER AFB MS		1.20

C. THE PERIOD OF PERFORMANCE AS STIPULATED IN CONTRACT CLAUSE F-11 "PERIOD OF PERFORMANCE" IS SIX MONTHS.

D. PURSUANT TO CONTRACT CLAUSE FAR 52.216-18 "ORDERING" ORDERS MAY BE PLACED FOR THIS OPTION PERIOD FROM 03 AUG 03 THROUGH 02 FEB 04.

E. BASED ON THE \$9,500,000 MAXIMUM CONTRACT AMOUNT, THE ESTIMATED AMOUNT OF THIS OPTION PERIOD IS \$1,271,976.

F. FUNDS WILL NOT BE OBLIGATED BY THIS MODIFICATION. FUNDS WILL BE OBLIGATED THROUGH THE ISSUANCE OF INDIVIDUAL DELIVERY ORDERS AGAINST THE CONTRACT.

G. THE GUARANTEED MINIMUM CONTRACT AMOUNT OF \$50,000 IS FOR THE LIFE OF THE CONTRACT. SINCE THE TOTAL AMOUNT OF DELIVERY ORDERS ISSUED DURING THE BASIC PERIOD EXCEEDED \$50,000, THIS REQUIREMENT HAS BEEN SATISFIED AND IS NOT APPLICABLE TO THIS MODIFICATION.

H. BY INCORPORATING THE FOLLOWING UPDATED U.S. DEPARTMENT OF LABOR WAGE DETERMINATION GENERAL DECISIONS, THEREBY REPLACING THE WAGE DETERMINATIONS IN THE ORIGINAL CONTRACT IN THEIR ENTIRETY:

GENERAL DECISION MS030018 06/13/2003 MS18

Date: June 13, 2003

General Decision Number MS030018

Superseded General Decision No. MS020018

State: **Mississippi**

Construction Type:  
RESIDENTIAL

County(ies):

GEORGE	<b>HARRISON</b>	PEARL RIVER
HANCOCK	JACKSON	STONE

RESIDENTIAL CONSTRUCTION PROJECTS consisting of single family homes and apartments up to and including 4 stories.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

GEORGE	<b>HARRISON</b>	PEARL RIVER
HANCOCK	JACKSON	STONE

SUMS1052A 09/01/1983

	Rates	Fringes
AIR CONDITIONING MECHANIC	6.88	
BRICKLAYERS	9.71	
CARPENTERS	7.13	
CEMENT MASONS	8.26	
ELECTRICIANS	7.94	
DRYWALL HANGERS	10.00	
DRYWALL FINISHERS	7.98	
IRONWORKERS	8.00	
LABORERS, General	5.15	
LATHERS	9.63	
PAINTERS	6.65	
PLASTERERS	10.38	
PLUMBERS & PIPEFITTERS	8.08	
POWER EQUIPMENT OPERATORS:		
Asphalt Spreader	6.34	
Backhoe	7.41	
Bulldozer	7.00	
Crane	7.00	
Motor Grader	7.01	
Roller	5.40	
ROOFERS	7.32	
SHEET METAL WORKERS	6.54	
SOFT FLOOR LAYERS	7.83	
TILE SETTERS	8.10	
TRUCK DRIVERS	5.15	

WELDERS - RECEIVE RATE PRESCRIBED FOR CRAFT PERFORMING OPERATION TO WHICH WELDING IS INCIDENTAL.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be

prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

END OF GENERAL DECISION

DECISION MS030020 06/13/2003 MS20

Date: June 13, 2003

General Decision Number MS030020

Superseded General Decision No. MS020020

State: **Mississippi**

Construction Type:  
HEAVY

County(ies):

ADAMS	ISSAQUENA	PERRY
ALCORN	ITAWAMBA	PIKE
AMITE	JASPER	PONTOTOC
ATTALA	JEFFERSON	PRENTISS
BENTON	JEFFERSON DAVIS	QUITMAN
BOLIVAR	JONES	RANKIN
CALHOUN	KEMPER	SCOTT
CARROLL	LAFAYETTE	SHARKEY
CHICKASAW	LAMAR	SIMPSON
CHOCTAW	LAUDERDALE	SMITH
CLAIBORNE	LAWRENCE	STONE
CLARKE	LEAKE	SUNFLOWER
CLAY	LEE	TALLAHATCHIE
COAHOMA	LEFLORE	TATE
COPIAH	LINCOLN	TIPPAH
COVINGTON	LOWNDES	TISHOMINGO
DE SOTO	MADISON	TUNICA
FORREST	MARION	UNION
FRANKLIN	MARSHALL	WALTHALL
GEORGE	MONROE	WARREN
GREENE	MONTGOMERY	WASHINGTON
GRENADA	NESHOBA	WAYNE
HANCOCK	NEWTON	WEBSTER
<b>HARRISON</b>	NOXUBEE	WILKINSON

HINDS	OKTIBBEHA	WINSTON
HOLMES	PANOLA	YALOBUSHA
HUMPHREYS	PEARL RIVER	YAZOO

HEAVY CONSTRUCTION PROJECTS (including Water & Sewer Lines) excluding all work in conjunction with the Tennessee Tombigbee Waterway Project.

Modification Number	Publication Date
0	06/13/2003

## COUNTY(ies):

ADAMS	ISSAQUENA	PERRY
ALCORN	ITAWAMBA	PIKE
AMITE	JASPER	PONTOTOC
ATTALA	JEFFERSON	PRENTISS
BENTON	JEFFERSON DAVIS	QUITMAN
BOLIVAR	JONES	RANKIN
CALHOUN	KEMPER	SCOTT
CARROLL	LAFAYETTE	SHARKEY
CHICKASAW	LAMAR	SIMPSON
CHOCTAW	LAUDERDALE	SMITH
CLAIBORNE	LAWRENCE	STONE
CLARKE	LEAKE	SUNFLOWER
CLAY	LEE	TALLAHATCHIE
COAHOMA	LEFLORE	TATE
COPIAH	LINCOLN	TIPPAH
COVINGTON	LOWNDES	TISHOMINGO
DE SOTO	MADISON	TUNICA
FORREST	MARION	UNION
FRANKLIN	MARSHALL	WALTHALL
GEORGE	MONROE	WARREN
GREENE	MONTGOMERY	WASHINGTON
GRENADA	NESHOBA	WAYNE
HANCOCK	NEWTON	WEBSTER
<b>HARRISON</b>	NOXUBEE	WILKINSON
HINDS	OKTIBBEHA	WINSTON
HOLMES	PANOLA	YALOBUSHA
HUMPHREYS	PEARL RIVER	YAZOO

SUMS2001A

CONSTRUCTION DESCRIPTION: Heavy Construction (including Water & Sewer Lines) excluding all work in conjunction with the Tennessee Tombigbee Waterway Project and Heavy Construction in Jackson County.

SUMS2001A 11/01/1980

	Rates	Fringes
BRICKLAYERS	8.00	
CARPENTERS	6.23	
CEMENT MASONS	5.15	
ELECTRICIANS	9.84	
IRONWORKERS	8.15	
LABORERS:		

Unskilled	5.15
Pipelayers	5.15
Drillers	5.15
PAINTERS	7.00
PLUMBERS	7.81
POWER EQUIPMENT OPERATORS:	
Backhoe	5.56
Bulldozer	5.38
Crane	6.61
Dragline	5.94
Front End Loader	5.40
Mechanic	8.15
Motor Grader	5.25
Scraper	5.15
Oiler	5.51

WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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

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- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Branch of Construction Wage Determinations

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

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

GENERAL DECISION MS030056 06/13/2003 MS56

Date: June 13, 2003  
General Decision Number MS030056

Superseded General Decision No. MS020056

State: **Mississippi**

Construction Type:  
BUILDING

County(ies):  
**HARRISON**

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number      Publication Date  
0                              06/13/2003

COUNTY(ies):  
**HARRISON**

ELEC0903C    06/01/2002		Rates	Fringes
ELECTRICIANS		19.20	5.92
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IRON0058I    06/01/2002		Rates	Fringes
IRONWORKER, STRUCTURAL		17.75	4.75
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PLUM0568A    07/01/2002		Rates	Fringes
PLUMBERS (Including HVAC work)		17.50	5.65
-----			
SUMS1066A    12/03/2002		Rates	Fringes
CARPENTERS (Including Form Work, Finishing, and Rough Carpentry)		12.16	
CEMENT MASONS/CONCRETE FINISHERS		11.82	2.45
LABORERS, UNSKILLED		8.72	
PAINTERS, BRUSH		12.25	
PIPEFITTERS (Excluding HVAC work)		19.35	4.15
POWER EQUIPMENT OPERATORS: Backhoe		12.00	
ROOFERS		11.46	.91
SHEET METAL WORKERS (Including HVAC Duct work)		15.70	3.87
TILE SETTERS		15.00	
TRUCK DRIVERS		11.50	
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.			
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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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Washington, D. C. 20210

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END OF GENERAL DECISION

REASON: TO EXERCISE FOURTH OPTION PERIOD AND UPDATE WAGE DETERMINATIONS