

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-12-R-0012-0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 14-Aug-2012	PAGE OF PAGES 1 OF 53
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. W911XK-12-C-0009	5. REQUISITION/PURCHASE REQUEST NO. W56MES22065283	6. PROJECT NO.
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7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT 477 MICHIGAN AVE RM 700 DETROIT MI 48226-2550  TEL: (313) 226-5148	CODE W911XK  FAX: (313) 226-2209	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME DARRYL K WILLIAMS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (313) 226-3648
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**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):*

FY12 Compressed Air Distribution System, Sault Ste Marie, MI

This is an Unrestricted Solicitation.

FSC Code- Y1EZ  
NAICS Code- 236210, Small Business Size Standard \$33.5 Million  
The estimated cost of construction is between \$5 Million and \$10 Million

A BID BOND IS REQUIRED

A Pre-proposal Conference will be held on 10 May 2012 at 10:00 a.m., see page 25 for security information, see page 32 for site visit information

11. The Contractor shall begin performance within 10 calendar days and complete it within 550 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 12 Jul 2012 (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.

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

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

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
BRIX CORPORATION  
2990 WEST GRAND BLVD SUITE M-17  
DETROIT MI 48202

15. TELEPHONE NO. *(Include area code)*  
313 965 0000

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*  
  
**See Item 14**

CODE  
3A0M3

FACILITY CODE  
3A0M3

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

AMOUNTS      SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.									
DATE									

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT  
**\$5,279,694.00**

23. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

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

**ITEM**

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

26. ADMINISTERED BY      CODE

**See Item 7**

27. PAYMENT WILL BE MADE BY:      CODE      964145

USACE FINANCE & ACCOUNTING CENTER  
5722 INTEGRITY AVENUE  
MILLINGTON TN 38054

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

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

29. AWARD *(Contractor is not required to sign this document.)*  
Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes 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)*  
MARILYN R HILL / Added by SUMI

30B. SIGNATURE

30C. DATE

TEL: (313) 226-5148      EMAIL: marilyn.r.hill@re.usace.army.mil

31B. UNITED STATES OF AMERICA  
BY *Marilyn R Hill*

31C. AWARD DATE  
14-Aug-2012

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAS::96 3123::TAS FFP SOO COMPRESSED AIR DISTRIBUTION SYSTEM	1	Lump Sum	\$5,279,694.00	\$5,279,694.00

FOB: Destination  
MILSTRIP: W56MES22065283  
PURCHASE REQUEST NUMBER: W56MES22065283

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NET AMT \$5,279,694.00

ACRN AA \$5,279,694.00  
CIN: W56MES22065283

REVISED BID SCHEDULE 25 JUNE

**If DBA Wage Decisions MI120113 (Modification 6 ) or MI120033 (Modification 6) has an impact on the wages paid to the employees under this contract, a request for an equitable adjustment must be submitted within 30 days after receipt of this contract. The request must include detailed information regarding the request for an increase to the contract amount.**

ITEM	SUPPLIES/SERVICES	QUANTITY	UNIT	TOTAL
0001	<b>Base- Compressed Air Distribution System</b>	1	JOB	\$2,978,423.00
0002	<b>Option 1 – Compressed Air Building</b>			
0002AA	<b>Option 1A – Building – EXERCISED OPTION at AWARD</b>	1	LS	\$2,301,271.00
0002AB	<b>Option 1 B – 480V System</b>	1	LS	\$598,018.00

	<b>Not Exercised at Award</b>			
0002AC	<b>Option 1C – Fire and Security System Not Exercised at Award</b>	1	LS	\$196,050.00
0002AD	<b>Option 1 D – Remaining Equipment Not Exercised at Award</b>	1	LS	\$2,304,425.00
0003	<b>Option 2 - Compressed Air Generation System Not Exercised at Award</b>	1	JOB	\$2,226,158.00
0004	<b>Option 3 – Water Well Not Exercised at Award</b>	1	JOB	\$159,717.00
<b>TOTAL AMOUNT OF CLIN 0001 + 0002AA at time of Award</b>				<b>\$5,279,694.00</b>
<b>TOTAL Amount of Base and Options</b>				<b>\$10,764,062.00</b>

**NOTE 1:** The government could award all or any of the options listed.

**NOTE 2:** The government may elect to award 0002 -Option 1,Compressed Air Building in the following order: 0002AA - Option 1 A; **or** 0002AA- Option 1A and 0002AB -Option 1B; **or** 0002AA - Option 1A, 0002AB - Option 1B and 0002AC – Option 1C; **or** 0002AA - Option 1A, 0002AB - Option 1B 0002AC – Option 1 C and 0002AD – Option 1D.

AMENDMENT 0001

Solicitation Amendment No. 0001

For Solicitation No. W911XK-12-R-0012

FY12 Soo Lock Compressed Air Generation System, Sault Ste. Marie, MI

**CHANGES TO SOLICITATION:**

**SECTION 00010 Solicitation Contract Form**

**ADD:** the following Bid Item to bid schedule

0004 Option 3 - Water Well 1 LS

**DELETE:** Wage Decision MI120033 dated 04/06/2012.

**ADD:** Wage Decision MN120033 dated 05/04/2012.

**DELETE:** Wage Decision MI120113 dated 03/23/2012.

**ADD:** Wage Decision MI120113 dated 05/4/2012.

**DELETE:** Section 01 22 00.00 10 Measurement and Payment

**ADD:** Revised Section 01 22 00.00 10 Measurement and Payment

**ADD SPECIFICATION SECTION TO PIPING CONTRACT:** Section 22 00 00 Plumbing, General Purpose

**ADD SPECIFICATION SECTION:** Section 33 20 00 Water Wells

**CHANGES TO DRAWINGS:**

**COMPRESSED BUILDING PACKAGE**

**DELETE:** Sheet Identification CU-101, Sheet 5 of 57

**ADD:** Revised Sheet Identification CU-101R, Sheet 5 of 57

**GENERATION PACKAGE**

**DELETE:** Sheet Identification MP-101, Sheet 2 of 7

**ADD:** Revised Sheet Identification MP-101R, Sheet 2 of 7

**PIPING PACKAGE**

**DELETE:** Sheet Identification MP-127, Sheet 28 of 36

**ADD:** Revised Sheet Identification MP-127R, Sheet 28 of 36

**REVISED SUBCONTRACTING GOALS**

2.3.4 **Subcontracting program performance**

The offeror's small, HUBZone, women-owned, and service disabled veteran-owned small business subcontracting plan will be evaluated to determine whether it represents the maximum practicable opportunity for subcontracting. The offeror's record of previous performance in carrying out the intent of the subcontracting program will also be considered.

The goals for the U.S. Army Corps of Engineers Detroit District are as follows:

Small Business: 43.3%

Small Disadvantaged Business: 18%

HUBZone: 11%

Small Woman Owned Business: 7%

Small Service Disabled Veteran Owned Business: 4%

AMENDMENT 0002

Solicitation Amendment No. 0002

For Solicitation No. W911XK-12-R-0012

FY12 Soo Lock Compressed Air Generation System, Sault Ste. Marie, MI

**CHANGES TO SOLICITATION:****DIVISION 01 – GENERAL REQUIREMENTS****SECTION 01 35 13.10 SPECIAL PROJECT PROCEDURES, PARAGRAPH 1.4.2 Over-Water Transport**

**ADD:** The Government crane barge is capable of loading and unloading by crane or by ramp. Therefore, a vehicle can drive onto the barge and a static load can be lifted onto the barge. The barge carries a Manitowoc 3900W crane configured in accordance with the attached load chart. The chart is a reliable general reference. The Government will not perform “critical lifts” in support of this contract and the 3% limitation on the list of the barge is non-negotiable. The geometry of the locks and their approaches usually prevents a boom angle greater than about 55 degrees.

**SECTION 01 35 13.10 SPECIAL PROJECT PROCEDURES**

**ADD: Liftcrane Boom Capacities 3900W SERIES 2 load chart.**

**PIPING PACKAGE****SECTION 22 15 14 GENERAL SERVICE COMPRESSED-AIR SYSTEMS, LOW PRESSURE GALLERY PIPING, PARAGRAPH 3.1.1 Piping Systems**

**DELETE:** Horizontal piping shall have a grade of 1 inch per 100 feet. Provide valved drains at low points and a minimum of 200 ft on center.

**ADD:** Horizontal piping shall have a grade of 1 inch per 100 feet, unless otherwise specified on drawings. Provide valved drains at low points and a minimum of 200 ft on center.

**BUILDING PACKAGE****SECTION 07 22 00 ROOF AND DECK INSULATION, PARAGRAPH 2.1.4 Insulation Thickness**

**DELETE text:** As necessary to provide a thermal resistance (R values) of 30 or more for average thickness of tapered system.

**ADD text:** As necessary to provide a thermal resistance (R values) of 50 or more for average thickness of tapered system.

**GENERATION PACKAGE****SECTION 22 15 14.00 40 GENERAL SERVICE COMPRESSED-AIR SYSTEMS, LOW PRESSURE COMPRESSED AIR GENERATION SYSTEM PIPING, PARAGRAPH 2.1.2 Aluminum**

**DELETE text:** Pipe shall be Schedule 10 extruded aluminum, Alloy 356 T6 conforming to 6063 or 6061 ASTM B241 SMLS PIPE D, roll grooved for grooved fittings.

**ADD text:** Pipe shall be Schedule 10 extruded aluminum, Alloy 356 T4 conforming to 6063 or

6061 ASTM B241 SMLS PIPE D, roll grooved for grooved fittings.

**Note: Revised drawings/specifications are not being issued incorporating these changes.**

**END OF AMENDMENT**

AMENDMENT 0004

Solicitation Amendment No. 0004

For Solicitation No. W911XK-12-R-0012

FY12 Soo Lock Compressed Air Generation System, Sault Ste. Marie, MI

**CHANGES TO SOLICITATION:**

**SECTION 700 CONTRACT CLAUSES, Clause 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

**DELETE:** The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 400 calendar days after the notice to proceed for the base, an additional 100 calendar days for Option 1, and 50 additional days for Option 2. The time stated for completion shall include final cleanup of the premises.

**ADD:** The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 400 calendar days after the notice to proceed for the base, an additional 100 calendar days for Option 1 & Option 3, and 50 additional days for Option 2. The time stated for completion shall include final cleanup of the premises.

**END OF AMENDMENT**

AMENDMENT 0006

Solicitation Amendment No. 0006

For Solicitation No. W911XK-12-R-0012

FY12 Soo Lock Compressed Air Generation System, Sault Ste. Marie, MI

**CHANGES TO INSTRUCTIONS TO OFFERORS, SECTION 00110:**

Section 00110, 1.4.3. is changed to read: The number of pages per volume may be varied by the Offeror to suit its needs for certain identified sections, however, **the total number of pages for the proposal submitted may not**

**exceed 100 pages.** The specific information as listed in the note below will be excluded from the total number of pages.

**CHANGES TO DRAWINGS:**

**COMPRESSED BUILDING PACKAGE**

**DELETE:** Note 18, Sheet Identification, E-102, Sheet 30 of 57

**ADD:** Revised Note 18, Sheet Identification E-102, Sheet 30 of 57,

“2-2” RSC THROUGH MEZZANINE LEVEL AND END 2’ BELOW TUNNEL LEVEL CEILING.  
(CONDUITS, JUNCTION BOXES, AND CABLE PULLS TO BE INSTALLED HERE IN BUILDING PACKAGE; PULL POWER CABLES PER SHEET E-600).”

**ADD:** Note 25, Sheet Identification E-102, Sheet 30 of 57,

“EXISTING CABLES IN CABLE TRAY THAT CONNECTS CC1 AND CC2 TO BE REMOVED. THESE CABLES ARE PARALLEL 3/C 250MCM WITH NO GROUND. THE CABLE MAY BE REUSED TO CONNECT CC2 TO THE NEW 400A DISCONNECT. REUSED CABLE IS SUBJECT TO THE SAME TESTING REQUIREMENTS OF NEW CABLE PRIOR TO ENERGIZING. CONTRACTOR SHALL PROVIDE NEW PARALLEL 3/C 250 MCM CABLE BETWEEN CC1 AND THE NEW 400A DISCONNECT. NEW CABLE CAN BE PLACED AND ROUTED ON EXISTING CABLE TRAY. NEW CABLE TRAY IS NEEDED IN THE NEW TUNNEL.”

**Note: Revised drawing is not being issued incorporating these changes.**

**END OF AMENDMENT**

**AMENDMENT 0007**

Solicitation No. W911XK-12-R-0012

FY12 Soo Lock Compressed Air Generation System, Sault Ste. Marie, MI

**CHANGES TO DRAWINGS:**

**COMPRESSED BUILDING PACKAGE**

**DELETE:** Sheet Identification, E-600, Sheet 42 of 57

**ADD:** Revised Sheet Identification, E-600, Sheet 42 of 57

**CHANGES TO SPECIFICATIONS:**

**BID SCHEDULE**

**DELETE** Item 0002 Option 1 – Compressed Air Building, 1 , JOB

**ADD** Item 0002 Option 1 – Compressed Air Building

Item 0002AA Option 1A – Building, 1, LS

Item 0002AB Option 1B – 480V System, 1, LS

Item 0002AC Option 1C – Fire and Security System, 1, LS

Item 0002AD Option 1D – Remaining Equipment, Quantity 1, LS

DELETE SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT  
ADD REVISED SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-7 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010

52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-12	Inspection of Construction	AUG 1996
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984

52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year in the Central Contractor Registration (CCR) database via <https://www.acquisition.gov>, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.frs.gov>, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 400 calendar days after the notice to proceed for the base, an additional 100 calendar days for Option 1 & Option 3, and 50 additional days for Option 2. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$737 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

## 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 236210- assigned to solicitation number W911XK-12-R-0012.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2011)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin 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 Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply (including construction material) that is--
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

Cost of components means--

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

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor,

Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

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

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed 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 least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) 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 FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed 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 least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA 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 WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated 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 information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[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;

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(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 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 applies, use of foreign construction material is noncompliant with the Buy American Act.

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

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## 52.236-4 PHYSICAL DATA (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by rough field measurements. The Contractor is to file verify all dimensions shown on the drawings.
- (b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.
- (c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroads.
- (d) Use of Project Site: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information of physical data.

(End of clause)

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

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- (d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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

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

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

(End of clause)

#### 52.245-1 GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012)

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

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose

any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

*(c) Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

*(d) Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract,

the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

*(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

*(f) Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under (f)(1)(iii)(A).
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.
- (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

*(h) Contractor Liability for Government Property.*

(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible. [Standard Form 1428](#)

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR [52.245-1\(f\)\(1\)\(iii\)](#) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

List of Drawings for Base – Compressed Air Distribution System

Drawing No.	Title
CS-001	PROJECT MAP. LOCATION MAP. VICINITY MAP AND LEGEND
MP-101	COMPRESSED AIR PIPING (MACARTHUR LOCK S5-S9)
MP-102	COMPRESSED AIR PIPING (MACARTHUR LOCK S10-S17)
MP-103	COMPRESSED AIR PIPING (MACARTHUR LOCK S18-S24)
MP-104	COMPRESSED AIR PIPING (MACARTHUR LOCK S25-S31 )
MP-105	COMPRESSED AIR PIPING (MACARTHUR LOCK S32-S36)
MP-106	COMPRESSED AIR PIPING (MACARTHUR LOCK EAST CROSSOVER)
MP-107	COMPRESSED AIR PIPING (MACARTHUR LOCK WEST CROSSOVER)
MP-108	COMPRESSED AIR PIPING (MACARTHUR LOCK N3-N9)
MP-109	COMPRESSED AIR PIPING CONNECTING TUNNEL
MP-110	COMPRESSED AIR PIPING (MACARTHUR LOCK N10-N17)
MP-111	COMPRESSED AIR PIPING (MACARTHUR LOCK N18-N24)
MP-112	COMPRESSED AIR PIPING (MACARTHUR LOCK N25-N30)
MP-113	COMPRESSED AIR PIPING (MACARTHUR LOCK N31-N35 )
MP-114	COMPRESSED AIR PIPING (ADMINISTRATION BUILDING)
MP-115	COMPRESSED AIR PIPING (POE LOCK S2-S7)
MP-116	COMPRESSED AIR PIPING (POE LOCK S8-S10)
MP-117	COMPRESSED AIR PIPING (POE LOCK S11-S21 )
MP-118	COMPRESSED AIR PIPING (POE LOCK S22-S32 )
MP-119	COMPRESSED AIR PIPING (POE LOCK S33-S43)
MP-120	COMPRESSED AIR PIPING (POE LOCK S44-S50)
MP-121	COMPRESSED AIR PIPING (POE LOCK S51-S54 )
MP-122	COMPRESSED AIR PIPING (POE LOCK S55-S60)
MP-123	COMPRESSED AIR PIPING (POE EAST CROSSOVER)
MP-124	COMPRESSED AIR PIPING (POE WEST CROSSOVER)
MP-125	COMPRESSED AIR PIPING (POE LOCK N3-N7)
MP-126	COMPRESSED AIR PIPING (POE LOCK N8-N14 )
MP-127	COMPRESSED AIR PIPING (POE LOCK N15-N24 )
MP-128	COMPRESSED AIR PIPING (POE LOCK N25-N34 )
MP-129	COMPRESSED AIR PIPING (POE LOCK N35-N41 )
MP-130	COMPRESSED AIR PIPING (POE LOCK N42-N49 )
MP-131	COMPRESSED AIR PIPING (POE LOCK N50-N54 )
MP-132	COMPRESSED AIR PIPING (POE LOCK N55-N61 )
MP-133	COMPRESSED AIR PIPING (DAVIS BUILDING)(DEEP SERVICE TUNNEL)
MP-501	DETAILS
MP-901	ISOMETRIC

List of Drawings for Option 1 – Compressed Air Building

Drawing No.	Title
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CS-001	COVER SHEET & SHEET INDEX
CD-101	CIVIL DEMOLITION
CG-101	SITE IMPROVEMENTS / RESTORATION PLAN
CG-102	SITE WORK DETAILS
CU-101	COOLING WATER PIPING PLAN
S-100	GENERAL STRUCTURAL NOTES
S-101	STANDARD DETAILS AND INSPECTION SCHEDULE
S-102	FOUNDATION PLANS
S-103	FOUNDATION SECTIONS AND DETAILS
S-104	FOUNDATION SECTIONS AND DETAILS
S-105	ROOF FRAMING PLAN, SECTIONS AND DETAILS
S-106	EXTERIOR ELEVATIONS AND SECTIONS
S-107	MISCELLANEOUS SECTIONS AND DETAILS
A-101	COMPRESSOR BUILDING FOUNDATION PLAN AND FLOOR PLAN
A-102	COMPRESSOR BUILDING ROOF PLAN AND DETAILS
A-103	COMPRESSOR BUILDING ELEVATIONS
A-104	COMPRESSOR BUILDING ELEVATIONS AND SECTIONS
A-105	COMPRESSOR BUILDING DETAILS AND DOOR SCHEDULE
P-101	FIRST FLOOR PLUMBING PLAN
P-102	ROOF LEVEL PLUMBING PLAN
M-101	TUNNEL LEVEL MECHANICAL PLAN
M-102	MEZZANING LEVEL MECHANICAL PLAN
M-103	FIRST FLOOR MECHANICAL PLAN
M-104	ROOF LEVEL MECHANICAL PLAN
M-601	MECHANICAL SCHEDULES
E-000	ELECTRICAL GENERAL NOTES AND SYMBOLS
E-001	ELECTRICAL GENERAL NOTES AND SYMBOLS
E-100	MAIN FEEDER AND FIBER COMMUNICATION LAYOUT
E-101	ELECTRICAL ROOM LAYOUT
E-102	480V AND ABOVE POWER AND COMMUNICATION CONDUIT LAYOUT
E-103	POWER OUTSIDE EQUIPMENT LAYOUT
E-104	GROUNDING PLAN
E-105	ELECTRICAL TUNNEL PLAN
E-106	ELECTRICAL MEZZANINE PLAN
E-107	ELECTRICAL FIRST FLOOR PLAN
E-108	ELECTRICAL ROOF PLAN
E-109	LIGHTNING PROTECTION PLANS AND DETAILS
E-200	POWER DISTRIBUTION SWITCHGEAR FRONT ELEVATION
E-201	DAVIS BUILDING SWITCHGEAR FRONT ELEVATION DEMOLITION
E-202	DAVIS BUILDING SWITCHGEAR FRONT ELEVATION PROPOSED
E-300	ELECTRICAL ROOMS SECTION VIEW
E-600	POWER DISTRIBUTION ONE-LINE DIAGRAM
E-601	MEDIUM & LOW VOLTAGE HIGH RESISTANCE GROUND SYSTEMS
E-602	POWER DISTRIBUTION ONE-LINE DIAGRAM SWITCHGEAR CONTROLS
E-603	POWER DISTRIBUTION SWITCHGEAR MAIN 1 ELEMENTARY SCHEMATIC
E-604	POWER DISTRIBUTION SWITCHGEAR MAIN 2 ELEMENTARY SCHEMATIC
E-605	POWER DISTRIBUTION SWITCHGEAR FCB 2 ELEMENTARY SCHEMATIC

E-606	POWER DISTRIBUTION SWITCHGEAR FCB 3 ELEMENTARY SCHEMATIC
E-607	POWER DISTRIBUTION SWITCHGEAR FCB 4 ELEMENTARY SCHEMATIC
E-608	POWER DISTRIBUTION SWITCHGEAR FCB 5 ELEMENTARY SCHEMATIC
E-609	POWER DISTRIBUTION SWITCHGEAR FCB 7 ELEMENTARY SCHEMATIC
E-610	POWER DISTRIBUTION SWITCHGEAR FCB 8 ELEMENTARY SCHEMATIC
E-611	POWER DISTRIBUTION SWITCHGEAR DC DISTRIBUTION
E-612	DAVIS BUILDING POWER DISTRIBUTION SWITCHGEAR UNIT 10 SPARE/COMPRESSOR BUILDING FEEDER SCHEMATIC
E-613	SKM ARC FLASH ONE-LINE DIAGRAM
E-614	SKM ARC FLASH ONE-LINE DIAGRAM
E-616	ELECTRICAL DISTRIBUTION

List of Drawing for Option 2 – Compressed Air Generation System

Drawing No.	Title
CS-001	COVER SHEET
MP-101	COMPRESSED AIR GENERATION SYSTEM FLOOR PLAN
MP-102	COMPRESSED AIR GENERATION SYSTEM FLOOR PLANS
MP-501	COMPRESSED AIR GENERATION SYSTEM DETAILS
MP-601	COMPRESSED AIR GENERATION SYSTEM CONTROL DIAGRAMS
EP-102	POWER AND COMMUNICATIONS CONDUIT LAYOUT
EP-600	POWER DISTRIBUTION ONE-LINE DIAGRAM

(End of clause)

Section 00800 - Special Contract Requirements

TIME EXTENSION CLAUSE

52.236-4020 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)  
(ER 415-1-15)

- a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied: (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month. (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (7) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN
(31)	(28)	(31)	(15)	(7)	(7)
JUL	AUG	SEP	OCT	NOV	DEC
(7)	(9)	(11)	(15)	(1-15) (16-30) (8) (15)	(31)

- c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Subparagraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)".

(END OF CLAUSE)

PARTNERING CLAUSE

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Contractor, and primary subcontractors. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

#### LIABILITY INSURANCE

##### **28.307-2 -- Liability.**

(a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See [28.305\(c\)](#) for treatment of contracts subject to the Defense Base Act.)

(b) *General liability.*

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

#### ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427      323041KBKH017380      NA    96203  
AMOUNT: \$5,279,694.00  
CIN W56MES22065283: \$5,279,694.00

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

-52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IV. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall

apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

#### SECURITY CONTRACT LANGUAGE

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226 Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226 Security Officer Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226 Security Officer Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

WAGE DETERMINATION MI 113

General Decision Number: MI120113 08/03/2012 MI113

Superseded General Decision Number: MI20100217

State: Michigan

Construction Type: Building

County: Chippewa County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	03/23/2012
3	05/04/2012
4	06/01/2012
5	07/06/2012
6	08/03/2012

ASBE0047-005 07/02/2011

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.47	15.63
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BOIL0169-002 01/01/2012

Rates	Fringes
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BOILERMAKER.....	\$ 31.88	25.89
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BRMI0006-001 05/01/2011

Rates	Fringes
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BRICKLAYER.....	\$ 24.40	15.51
TILE SETTER.....	\$ 24.40	15.51

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\* CARP1510-005 06/01/2012

Rates	Fringes
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MILLWRIGHT.....	\$ 27.44	17.31
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\* CARP1510-006 06/01/2012

Rates	Fringes
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CARPENTER (Including  
 Acoustical Ceiling  
 Installation, Drywall  
 Finishing/Taping, Drywall  
 Hanging, Form Work, and Soft  
 Floor Layer - Carpet).....\$ 22.92      17.10

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 ENGI0324-032 05/01/2012

Rates      Fringes

POWER EQUIPMENT OPERATOR:

GROUP 1.....\$ 26.88      19.95  
 GROUP 2.....\$ 23.05      19.95  
 GROUP 3.....\$ 22.11      19.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: backhoe, bulldozer, front end loader, excavator,  
 paver, roller, and scraper (self-propelled and tractor  
 drawn)  
 GROUP 2: fork truck  
 GROUP 3: oiler

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 \* IRON0008-008 07/01/2012

Rates      Fringes

IRONWORKER, REINFORCING AND  
 STRUCTURAL

Contracts \$10,000,000 or  
 greater.....\$ 25.60      22.67  
 Contracts less than  
 \$10,000,000.....\$ 22.51      22.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

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 LABO1329-005 05/01/2012

Rates      Fringes

LABORER

Common or General; Mason  
 Tender - Brick; Mason  
 Tender - Cement/Concrete;  
 and Sandblaster.....\$ 20.21      12.20  
 Pipelayer.....\$ 20.61      12.20

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 PAIN1011-001 12/01/2011

Rates      Fringes

PAINTER (Insulator Foam Only)....\$ 25.78      9.49

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PAIN1011-004 12/01/2011

	Rates	Fringes
PAINTER (Brush and Spray Only)...	\$ 19.61	9.24

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PLAS0016-037 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 20.17	10.13

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PLUM0111-002 04/29/2012

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe & System Installation).....	\$ 30.82	19.80
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 30.82	19.80
PLUMBER (Excluding HVAC Pipe & System Installation).....	\$ 30.82	19.80

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ROOF0149-014 05/01/2011

	Rates	Fringes
ROOFER.....	\$ 16.16	10.92

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SHEE0007-006 06/01/2012

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct & System Installation).....	\$ 28.71	20.63
SHEET METAL WORKER (HVAC Duct & System Installation).....	\$ 28.71	20.63

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SUMI2011-038 02/14/2011

	Rates	Fringes
GLAZIER.....	\$ 17.50	2.27
LABORER: Landscape & Irrigation.....	\$ 14.95	0.00
OPERATOR: Crane.....	\$ 21.73	11.35
OPERATOR: Grader/Blade.....	\$ 24.04	6.03
OPERATOR: Tractor.....	\$ 19.60	7.31

PAINTER: Roller.....\$ 16.58      2.84

TRUCK DRIVER: Flatbed Truck.....\$ 17.44      4.51

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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 (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007

5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### 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, DC 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, DC 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, DC 20210

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

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END OF GENERAL DECISION

WAGE DETERMINATION MI 33

General Decision Number: MI120033 08/03/2012 MI33

Superseded General Decision Number: MI20100137

State: Michigan

Construction Type: Heavy

County: Chippewa County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	02/03/2012
2	04/06/2012
3	05/04/2012
4	06/01/2012
5	07/06/2012
6	08/03/2012

BRMI0006-002 05/01/2011

	Rates	Fringes
BRICKLAYER.....	.\$ 26.40	15.51

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\* CARP1510-002 06/01/2012

	Rates	Fringes
CARPENTER, Includes Form Work...	.\$ 22.92	17.10

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ELEC1070-003 06/01/2011

	Rates	Fringes
<b>ELECTRICIAN</b>		
Contracts \$135,000 and under.....	\$ 28.24	17.16
Contracts over \$135,000.....	\$ 30.24	17.24

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ENGI0326-006 05/01/2012

	Rates	Fringes
<b>OPERATOR: Power Equipment</b>		
Crane, main boom & jib 120' or longer.....	\$ 27.38	19.95
Crane, main boom & jib 140' or longer.....	\$ 27.63	19.95
Crane, main boom & jib 220' or longer.....	\$ 27.88	19.95
<b>GROUP 1 -</b>		
Backhoe/Excavator; Bulldozer; Crane;		
Compactor; Scraper; Loader..	\$ 26.88	19.95
<b>GROUP 2 - Boom truck (non- swing).....</b>	23.63	19.95
<b>GROUP 3 - Oiler.....</b>	\$ 22.11	19.95

FOOTNOTES: Premium rate: main boom and jib 300 feet or longer is \$1.50 per hour above the 220 ft. boom and jib rate. Main boom and jib 400 feet or longer is \$3.00 per hour above the 220 ft. boom and jib rate.

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\* IRON0008-009 07/01/2012

	Rates	Fringes
<b>IRONWORKER, REINFORCING AND STRUCTURAL</b>		
Contracts \$10,000,000 or greater.....	\$ 25.60	22.67
Contracts less than \$10,000,000.....	\$ 22.51	22.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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LABO1329-002 05/01/2012

	Rates	Fringes
<b>LABORER</b>		
Common or General; Mason Tender - Cement/Concrete....	\$ 21.87	12.20
Pipelayer.....	\$ 22.27	12.20

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PLAS0016-035 06/01/2012

	Rates	Fringes
<b>CEMENT MASON/CONCRETE FINISHER..</b>	\$ 20.17	10.13

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PLUM0111-009 04/29/2012

Rates Fringes

PLUMBER/PIPEFITTER..... \$ 30.82 19.80

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SUMI2010-031 11/09/2010

Rates Fringes

LABORER: Landscape..... .\$ 10.89 1.74

OPERATOR: Bobcat/Skid Steer/Skid Loader..... .\$ 12.98 6.12

OPERATOR: Grader/Blade..... .\$ 16.63 5.85

OPERATOR: Roller..... \$ 13.74 7.93

TRUCK DRIVER: Dump Truck..... .\$ 12.63 1.25

-----  
TEAM0007-010 06/01/2012

Rates Fringes

TRUCK DRIVER  
Lowboy/Semi-Trailer Truck... \$ 25.145 .50 + a+b

FOOTNOTE:  
a. \$351.00 per week.  
b. \$49.90 daily.

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

=====  
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-----  
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U.S. Department of Labor  
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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

=====

END OF GENERAL DECISION