

|   |  |  |                               |                          |
|---|--|--|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>W911XK-12-R-0002-0003 | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>13-Sep-2012 | PAGE OF PAGES<br>1 OF 40 |
|---|--|--|-------------------------------|--------------------------|

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

|   |   |  |
|---|---|--|
| 4. CONTRACT NO.<br>W911XK-12-C-0017   | 5. REQUISITION/PURCHASE REQUEST NO.<br>W56MES20552476 | 6. PROJECT NO.   |
| 7. ISSUED BY<br>CONTRACTING DIVISION<br>DETROIT DISTRICT<br>477 MICHIGAN AVE<br>RM 700<br>DETROIT MI 48226-2550<br><br>TEL: (313) 226-5148<br>FAX: (313) 226-2209 | CODE<br>W911XK  | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE<br><br><b>See Item 7</b><br><br>TEL: FAX: |
| 9. FOR INFORMATION CALL:  | A. NAME<br>CARLETTE WILLIAMS                          | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>313.226.2683                   |

**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 Battle Creek VA Medical Center Renovation of the Community Living Center Building 83

Location: VA Medical Facility, 5500 Armstrong Road, Battle Creek, Michigan 49037

This project is a 100% Small Business set-aside.

The North American Industrial Classification System (NAICS) code is 236220, which has a size standard of \$33,500,000 in average annual receipts.

The estimated cost of construction is between \$5,000,000 and \$10,000,000.

A bid bond in the amount of the offer is required.

A Pre-Proposal Conference will be held 26 July 2012.

|  |                          |
|--|--------------------------|
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10 _____.) | 12B. CALENDAR DAYS<br>10 |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO   |                          |

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 24 Aug 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 60 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)*  
L.D. DOCSA ASSOCIATES, INC.  
1605 KING HWY  
KALAMAZOO MI 49001-3153

15. TELEPHONE NO. *(Include area code)*  
(269) 349-7675

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

**See Item 14**

CODE  
OHMF9

FACILITY CODE

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

**\$5,161,000.00**

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

27. PAYMENT WILL BE MADE BY:

CODE

**See Item 7**

**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@lre.usace.army.mil

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

*Marilyn R Hill*

13-Sep-2012

Section 00010 - Solicitation Contract Form

| ITEM NO                            | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE     | AMOUNT         |
|------------------------------------|--|----------|----------|----------------|----------------|
| 0001                               | TAS::96 3122::TAS<br>FFP<br>FY12 Battle Creek VA Medical Center Renovation of the Community Living Center for Patient Privacy Building 83 --- Project No.: 369853<br>--FOR ACCOUNTING PURPOSES ONLY--<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: W56MES20552476 | 1        | Lump Sum | \$5,161,000.00 | \$5,161,000.00 |
|                                    |  |          |          | NET AMT        | \$5,161,000.00 |
| ACRN AA<br>CIN: W56MES205524760001 |  |          |          |                | \$5,161,000.00 |

BID SCHEDULE

| ITEM | SUPPLIES/SERVICES  | QTY | UNIT | UNIT PRICE     | AMOUNT         |
|------|--|-----|------|----------------|----------------|
| 0001 | Base - Renovate CLC for Patient Privacy                            | 1   | LS   | \$4,819,000.00 | \$4,819,000.00 |
| 0002 | Option - A4, A5, A6 & A14, 1st Floor<br>--OPTION EXERCISED--       | 1   | LS   | \$66,000.00    | \$66,000.00    |
| 0003 | Option - A4, A5, A6 & A14, 2nd Floor<br>--OPTION NOT EXERCISED--   | 1   | LS   | \$43,000.00    | \$43,000.00    |
| 0004 | Option - A2, A13 & M1, 1st Floor<br>--OPTION EXERCISED--           | 1   | LS   | \$25,000.00    | \$25,000.00    |
| 0005 | Option - A2, A13 & M1, 2nd Floor<br>--OPTION NOT EXERCISED--       | 1   | LS   | \$20,000.00    | \$20,000.00    |
| 0006 | Option - A16, A11, A12 & E3, 1st Floor<br>--OPTION EXERCISED--     | 1   | LS   | \$30,700.00    | \$30,700.00    |
| 0007 | Option - A16, A11, A12 & E3, 2nd Floor<br>--OPTION NOT EXERCISED-- | 1   | LS   | \$18,600.00    | \$18,600.00    |
| 0008 | Option - T1, T2, T3 & A8, 1st Floor<br>--OPTION EXERCISED--        | 1   | LS   | \$54,300.00    | \$54,300.00    |
| 0009 | Option - T1, T2, T3 & A8, 2nd Floor<br>--OPTION NOT EXERCISED--    | 1   | LS   | \$32,000.00    | \$32,000.00    |
| 0010 | Option - E1<br>--OPTION EXERCISED--                                | 1   | LS   | \$72,500.00    | \$72,500.00    |
| 0011 | Option - A17 & S1<br>--OPTION EXERCISED--                          | 1   | LS   | \$6,000.00     | \$6,000.00     |
| 0012 | Option - A10<br>OPTION NOT EXERCISED--                             | 1   | LS   | \$1,237,500.00 | \$1,237,500.00 |
| 0013 | Option - A18, 1st Floor<br>--OPTION EXERCISED--                    | 1   | LS   | \$27,500.00    | \$27,500.00    |
| 0014 | Option - A18, 2nd Floor<br>--OPTION NOT EXERCISED--                | 1   | LS   | \$14,000.00    | \$14,000.00    |
| 0015 | Option - A3, 1st Floor<br>--OPTION EXERCISED--                     | 1   | LS   | \$60,000.00    | \$60,000.00    |
| 0016 | Option - A3, 2nd Floor<br>--OPTION NOT EXERCISED--                 | 1   | LS   | \$41,900.00    | \$41,900.00    |
|      | <b>TOTAL ALL OPTIONS</b>   |     |      | \$1,749,000.00 | \$1,749,000.00 |

|  |  |  |                                     |                |                |
|--|--|--|-------------------------------------|----------------|----------------|
|  |  |  |                                     | 0              |                |
|  |  |  |                                     | \$6,568,000.00 | \$6,568,000.00 |
|  |  |  | <b>TOTAL BASE &amp; ALL OPTIONS</b> | 0              |                |

### SCOPE OF WORK

The Contractor shall provide construction services necessary to renovate approximately 28,000 square feet of space in the Community Living Center (CLC), building 83 for patient privacy. Large multi-bed dorm rooms will be re-configured into private and semi private bedrooms in compliance with VA design criteria. A portion of the rooms will be equipped with special needs equipment (i.e. lift stations).

The HVAC systems will be replaced including new air handling equipment and exhaust fans. Secondary electrical distribution systems will also be replaced and upgraded as necessary. Work includes general construction, alterations, mechanical, plumbing, fire protection, information technology and electrical work, utility systems, necessary removal of existing structures and construction.

### REVISED WAGE DETERMINATION

Wage Determination MI79 dated 08/31/2012 has replaced MI79 dated 08/03/2012. The Contractor has 30 days to request an equitable adjustment if the wages had an impact on the proposal and should include detailed information regarding the increase.

### AMENDMENT 0001

### CHANGES TO THE SPECIFICATIONS

**Delete:** Table of Contents

**Add:** Revised Table of Contents which was updated to list section 01 35 13 Special Project Procedures; see attached.

**Delete Section** 28 05 11 Requirements for Electronic Safety and Security Installations

**Add Revised Section** 28 05 11 REV AUG 2012 Requirements for Electronic Safety and Security Installations; see attached.

### CHANGES TO EXHIBIT D

Revised Exhibit D:

Volume 1: Technical Capability

Volume 2: Past Performance

Volume 3: Business Proposal

See attached.

**UPDATED WAGE DETERMINATION**

Wage Determination MI79 has been updated to the current General Decision dated 08/03/2012.

No changes to the plans.

END OF AMENDMENT

AMENDMENT 0002

**CHANGES TO THE SPECIFICATIONS**

TABLE OF CONTENTS

ADD: Section 08 90 00 LOUVERS AND VENTS

SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT

DELETE: Entire section numbered 01 22 00.00 10; this was a mistaken duplicate.

KEEP: Entire section numbered 01 22 00 MEASUREMENT AND PAYMENT

SECTION 02 82 13.19 ASBESTOS FLOOR TILE AND MASTIC ABATEMENT

DELETE: Paragraph 1.6 VARIATIONS IN QUANTITY

ADD: Revised Paragraph 1.6 VARIATIONS IN QUANTITY

The quantities and locations of ACM as indicated on the drawings and the extent of work included in this section are estimated which are limited by the physical constraints imposed by occupancy of the buildings. Accordingly, minor variations (+/- 5%) in quantities of ACM within the regulated area are considered as having no impact on contract price and time requirements of this contract. Any additional work beyond the estimated amount will be considered a different site condition and be handled in accordance with FAR clause 52.236-2 DIFFERING SITE CONDITIONS.

SECTION 08 90 00 LOUVERS AND VENTS

ADD: Section 08 90 00 LOUVERS AND VENTS

SECTION 28 05 11 REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS

DELETE: Section 28 05 11 REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS

ADD: Revised Section 28 05 11 REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS; find attached.

SECTION 28 31 00 FIRE DETECTION AND ALARM

DELETE: Section 28 31 00 FIRE DETECTION AND ALARM

ADD: Revised Section 28 31 00 FIRE DETECTION AND ALARM; find attached.

**CHANGES TO THE DRAWINGS**

ADD: Previous construction drawings associated w/ RFI #10 for reference, M-5, Building 83 attic asbuilt and Building 83 1<sup>st</sup> Floor; see attached.

Drawing HA-011:

DELETE: Note #7 at rooms X123, X127 AND X151

ADD: Note #2 at rooms X123, X127 AND X151; drawing will not be reissued.

AMENDMENT 0003

Changes to documents

DELETE: any reference to [www.ccr.gov](http://www.ccr.gov) from instructions to offerors

REPLACE with [www.sam.gov](http://www.sam.gov)

DELETE: any reference Central Contractor Registration (CCR) from instructions to offerors

REPLACE with System for Award Management (SAM)

## Section 00700 - Contract Clauses

52.204-99

## 52.204-99 System for Award Management Registration (August 2012) (DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
  - (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
  - (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.
- (b)
- (1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
  - (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-
- (A) Change the name in the SAM database;
  - (B) Comply with the requirements of subpart 42.12 of the FAR; and
  - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

#### CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.202-1  | Definitions  | JUL 2004 |
| 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 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct   | APR 2010 |
| 52.203-14 | Display of Hotline Poster(s)   | DEC 2007 |
| 52.204-4  | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper   | MAY 2011 |
| 52.204-9  | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 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 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications  | OCT 2010 |
| 52.219-8  | Utilization of Small Business Concerns   | JAN 2011 |
| 52.219-14 | Limitations On Subcontracting  | DEC 1996 |
| 52.222-1  | Notice To The Government Of Labor Disputes   | FEB 1997 |
| 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<br>Construction                           | FEB 1999 |
| 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<br>Relations Act                | DEC 2010 |
| 52.222-50       | Combating Trafficking in Persons   | FEB 2009 |
| 52.222-54       | Employment Eligibility Verification  | JAN 2009 |
| 52.223-5        | Pollution Prevention and Right-to-Know Information                                       | MAY 2011 |
| 52.223-6        | Drug-Free Workplace  | MAY 2001 |
| 52.223-15       | Energy Efficiency in Energy-Consuming Products   | DEC 2007 |
| 52.223-18       | Encouraging Contractor Policies To Ban Text Messaging<br>While Driving                   | AUG 2011 |
| 52.225-13       | Restrictions on Certain Foreign Purchases  | JUN 2008 |
| 52.227-1        | Authorization and Consent  | DEC 2007 |
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright<br>Infringement                     | DEC 2007 |
| 52.227-4        | Patent Indemnity-Construction Contracts  | DEC 2007 |
| 52.228-2        | Additional Bond Security   | OCT 1997 |
| 52.228-3        | Worker's Compensation Insurance (Defense Base Act)                                       | APR 1984 |
| 52.228-5        | Insurance - Work On A Government Installation  | JAN 1997 |
| 52.228-11       | Pledges Of Assets  | SEP 2009 |
| 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       | Assignment Of Claims   | JAN 1986 |
| 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<br>Registration                 | OCT 2003 |
| 52.233-1        | Disputes   | JUL 2002 |
| 52.233-3        | Protest After Award  | AUG 1996 |
| 52.233-4        | Applicable Law for Breach of Contract Claim  | OCT 2004 |
| 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,<br>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          | Accident Prevention   | NOV 1991 |
| 52.236-14          | Availability and Use of Utility Services  | APR 1984 |
| 52.236-15          | Schedules for Construction Contracts  | APR 1984 |
| 52.236-16          | Quantity Surveys  | APR 1984 |
| 52.236-17          | Layout of Work  | APR 1984 |
| 52.236-21          | Specifications and Drawings for Construction  | FEB 1997 |
| 52.236-26          | Preconstruction Conference  | FEB 1995 |
| 52.242-13          | Bankruptcy  | JUL 1995 |
| 52.242-14          | Suspension of Work  | APR 1984 |
| 52.243-4           | Changes   | JUN 2007 |
| 52.244-5           | Competition In Subcontracting   | DEC 1996 |
| 52.246-12          | Inspection of Construction  | AUG 1996 |
| 52.247-34          | F.O.B. Destination  | NOV 1991 |
| 52.248-3 Alt I     | Value Engineering-Construction (Sep 2006) - Alternate I   | APR 1984 |
| 52.249-2           | Termination For Convenience Of The Government (Fixed-Price)                                     | MAY 2004 |
| 52.249-10          | Default (Fixed-Price Construction)  | APR 1984 |
| 52.252-6           | Authorized Deviations In Clauses  | 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 |
| 252.204-7008       | Export-Controlled Items   | APR 2010 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders                                       | DEC 1991 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.215-7000       | Pricing Adjustments   | DEC 1991 |
| 252.223-7004       | Drug Free Work Force  | SEP 1988 |
| 252.223-7006       | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials                            | APR 1993 |
| 252.225-7012       | Preference For Certain Domestic Commodities   | JUN 2010 |
| 252.227-7022       | Government Rights (Unlimited)   | MAR 1979 |
| 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 |

#### CLAUSES INCORPORATED BY FULL TEXT

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(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 Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(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.frs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.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 at <http://www.ccr.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)

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

The Contractor shall be required to (a) commence work under this contract within ten (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 three hundred sixty five (365) calendar days for the base and any combination of options after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 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 \$695.00 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)

## 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

## (a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

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

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

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

## 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 - assigned to contract number .

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

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

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

Cost of components means--

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

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

---

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

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

(End of clause)

52.236-4 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 topographic and hydrographic surveys.
- (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 railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.
- (d) Use of Project Site: Project area usage is at 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 physical data.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) - ALTERNATE I (APR 1984)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the

Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of

- (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
- (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
  - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.
- (k) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.
- (End of clause)

#### 52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2010)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$65,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.204-7006 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:

#### GENERAL INFORMATION

| <b>Drawing No.</b> | <b>Title</b>                            |
|--------------------|---|
| GI-000             | TITLE SHEET                             |
| GI-001             | ARCHITECTURAL ABBREVIATIONS             |
| GI-002             | ABBREVIATIONS, LEGENDS, SYMBOLS & NOTES |

#### ARCHITECTURA L

|        |                               |
|--------|-------------------------------|
| FA-000 | LIFE SAFETY REQUIREMENTS      |
| FA-001 | FIRST FLOOR LIFE SAFETY PLAN  |
| FA-002 | SECOND FLOOR LIFE SAFETY PLAN |

|           |  |
|-----------|--|
| AS-001    | FIRST FLOOR PLAN - PHASING                       |
| AS-002    | SECOND FLOOR PLAN - PHASING                      |
| AS-003    | SITE CONSTRUCTION STAGING / PARKING PLAN         |
| AD-010    | BASEMENT FLOOR PLAN - DEMOLITION                 |
| AD-011    | FIRST FLOOR PLAN - DEMOLITION                    |
| AD-012    | SECOND FLOOR PLAN - DEMOLITION                   |
| AD-012-BO | SECOND FLOOR PLAN - DEMOLITION - BID OPTION      |
| AS-100    | BASEMENT FLOOR PLAN                              |
| AS-101    | FIRST FLOOR PLAN                                 |
| AS-102    | SECOND FLOOR PLAN                                |
| AS-102-BO | SECOND FLOOR PLAN - BID OPTION                   |
| AS-103    | ATTIC FLOOR PLAN                                 |
| AS-106    | FIRST FLOOR DIMENSION PLAN                       |
| AS-107    | SECOND FLOOR DIMENSION PLAN                      |
| AS-110    | ENLARGED FLOOR PLANS                             |
| AS-111    | ENLARGED FLOOR PLANS                             |
| AS-301    | FIRST FLOOR REFLECTED CEILING PLAN               |
| AS-302    | SECOND FLOOR REFLECTED CEILING PLAN              |
| AS-302-BO | SECOND FLOOR REFLECTED CEILING PLAN - BID OPTION |
| AS-310    | BUILDING SECTIONS                                |

|           |  |
|-----------|--|
| AS-500    | ARCHITECTURAL DETAILS                          |
| AS-501    | ARCHITECTURAL DETAILS                          |
| AS-502    | ARCHITECTURAL DETAILS                          |
| AS-510    | CASEWORK DETAILS                               |
| AS-600    | ROOM FINISH SCHEDULE                           |
| AS-601    | MATERIAL SCHEDULE                              |
| AS-602    | DOOR SCHEDULE                                  |
| AS-603    | DOOR TYPES, FRAME TYPES AND DOOR DETAILS       |
| AS-604    | FIRST FLOOR INTERIOR FINISH PLAN               |
| AS-605-BO | SECOND FLOOR INTERIOR FINISH PLAN - BID OPTION |
| AS-900    | INTERIOR ELEVATIONS                            |
| AS-901    | INTERIOR ELEVATIONS                            |

#### ASBESTOS ABATEMENT

|          |  |
|----------|--|
| HA010    | BASEMENT FLOOR PLAN - ABATEMENT            |
| HA011    | FIRST FLOOR PLAN - ABATEMENT               |
| HA012-BO | SECOND FLOOR PLAN - ABATEMENT - BID OPTION |

#### STRUCTURAL

|       |                     |
|-------|---------------------|
| SS000 | STRUCTURAL NOTES    |
| SS100 | BASEMENT FLOOR PLAN |

|          |  |
|----------|--|
| SS101    | FIRST FLOOR FRAMING PLAN                         |
| SS102    | SECOND FLOOR FRAMING PLAN                        |
| SS102-BO | SECOND FLOOR FRAMING PLAN - BID OPTION           |
| SS103    | ATTIC FLOOR FRAMING PLAN                         |
| SS103-BO | ATTIC FLOOR FRAMING PLAN - BID OPTION            |
| SS500    | STRUCTURAL DETAILS                               |
| PLUMBING |  |
| FP101    | FIRST FLOOR PLAN - FIRE PROTECTION               |
| FP102-BO | SECOND FLOOR PLAN - FIRE PROTECTION - BID OPTION |
| FP103    | ATTIC FLOOR PLAN - FIRE PROTECTION               |
| P000     | PLUMBING SYMBOL LEGEND AND NOTES                 |
| P100     | BASEMENT FLOOR PLAN - PLUMBING                   |
| P101     | FIRST FLOOR PLAN - PLUMBING                      |
| P101-BO  | FIRST FLOOR PLAN - PLUMBING - BID OPTION         |
| P102     | SECOND FLOOR PLAN - PLUMBING                     |
| P102-BO  | SECOND FLOOR PLAN - PLUMBING - BID OPTION        |
| P103     | ATTIC FLOOR PLAN - PLUMBING                      |
| P500     | PLUMBING DETAILS                                 |
| P501     | PLUMBING RISER DIAGRAMS                          |
| PG101    | FIRST FLOOR PLAN - MEDICAL GAS SYSTEMS           |

PG102-BO SECOND FLOOR PLAN - MEDICAL GAS SYSTEMS - BID OPTION

MECHANICAL

MH000 HVAC ABBREVIATIONS

MD100 BASEMENT FLOOR PLAN - HVAC DEMOLITION

MD101 FIRST FLOOR PLAN - HVAC DEMOLITION

MD102 SECOND FLOOR PLAN - HVAC DEMOLITION

MD103 ATTIC FLOOR PLAN - HVAC DEMOLITION

MH100 COMPOSITE BASEMENT FLOOR PLAN - HVAC

MH101 COMPOSITE FIRST FLOOR PLAN - HVAC

MH101-BO COMPOSITE FIRST FLOOR PLAN - HVAC - BID OPTION

MH102 COMPOSITE SECOND FLOOR PLAN - HVAC

MH102-BO COMPOSITE SECOND FLOOR PLAN - HVAC - BID OPTION

MH103 COMPOSITE ATTIC FLOOR PLAN - HVAC

MH103-BO COMPOSITE ATTIC FLOOR PLAN - HVAC - BID OPTION

MP101 FIRST FLOOR PLAN - HVAC PIPING

MP102 SECOND FLOOR PLAN - HVAC PIPING

MH300 MECHANICAL SECTIONS - HVAC

MH500 HVAC STANDARD DETAILS

MH501 HVAC STANDARD DETAILS

|            |  |
|------------|--|
| MH502      | HVAC STANDARD DETAILS                  |
| MH600      | MECHANICAL / EQUIPMENT SCHEDULES       |
| MH601      | ROOM AIR BALANCE SCHEDULE              |
| MH602      | MECHANICAL / ELECTRICAL SCHEDULES      |
| MH700      | HVAC FLOW DIAGRAMS                     |
| MH800      | TEMPERATURE CONTROL DIAGRAMS           |
| MH801      | TEMPERATURE CONTROL DIAGRAMS           |
| ELECTRICAL |  |
| E000       | ELECTRICAL SYMBOL LEGEND AND NOTES     |
| EP100      | BASEMENT FLOOR PLAN - POWER & SYSTEMS  |
| EP101      | FIRST FLOOR PLAN - POWER & SYSTEMS     |
| EP102      | SECOND FLOOR PLAN - POWER & SYSTEMS    |
| EP103      | ATTIC FLOOR PLAN - POWER & SYSTEMS     |
| EP400      | ENLARGED FLOOR PLANS - POWER & SYSTEMS |
| EL100      | BASEMENT FLOOR PLAN - LIGHTING         |
| EL101      | FIRST FLOOR PLAN - LIGHTING            |
| EL102      | SECOND FLOOR PLAN - LIGHTING           |
| EL103      | ATTIC FLOOR PLAN - LIGHTING            |
| E500       | ELECTRICAL AND TECHNOLOGY DETAILS      |
| E600       | ELECTRICAL ONE-LINE DIAGRAM            |

- E601 ELECTRICAL DIST. EQUIP. & PANELBOARD SCHEDULES
- E602 LIGHTING FIXTURE LEGEND AND LIGHTING CONTROLS
- E603 RISER DIAGRAMS
- E604 MATV RISER DIAGRAM

(End of clause)

## Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3122.0000 H7 X 08 2427 099990 96203 3230 7JCF14  
AMOUNT: \$5,161,000.00  
CIN W56MES205524760001: \$5,161,000.00

## 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 60 days after notice of award. 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)

52.231-5000 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 II--MI Lower Peninsula. 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 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 SPC Christopher D. Muldoon 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 SPC Christopher D. Muldoon. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Detroit Security Office will process the investigation in coordination with the Contractor and contract employees.

SPC Christopher D. Muldoon  
Security Technician  
Detroit District, US Army Corps of Engineers  
313-226-3444 Office  
313-570-1617 Cell  
Christopher.D.Muldoon@usace.army.mil

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).

(End of Clause)

#### PARTNERING

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, Veteran Affairs, 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 cost, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. All Participants shall be responsible for their own labor and travel costs.

## INSURANCE

### REQUIRED INSURANCE:

In reference to FAR clause 52.228-5, the following minimum requirements shall be met:

(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.

(b) General liability. The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile liability. The Contractor shall provide 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.

MI 79 DTD 31 AUG 2012

General Decision Number: MI120079 08/31/2012 MI79

Superseded General Decision Number: MI20100183

State: Michigan

Construction Type: Building

County: Calhoun 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 | 03/23/2012 |
| 2 | 05/04/2012 |
| 3 | 06/01/2012 |
| 4 | 08/03/2012 |
| 5 | 08/31/2012 |

ASBE0047-002 07/02/2011

Rates      Fringes

|  |          |       |
|--|----------|-------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 28.47 | 15.63 |
|--|----------|-------|

-----  
BOIL0169-001 01/01/2012

Rates      Fringes

|                  |          |       |
|------------------|----------|-------|
| BOILERMAKER..... | \$ 31.88 | 25.89 |
|------------------|----------|-------|

-----  
BRMI0009-031 08/01/2011

Rates      Fringes

|                    |          |       |
|--------------------|----------|-------|
| BRICKLAYER.....    | \$ 26.45 | 14.14 |
| TILE FINISHER..... | \$ 20.44 | 9.19  |
| TILE SETTER.....   | \$ 21.83 | 10.37 |

-----  
CARP0525-003 06/01/2012

Rates      Fringes

|   |          |       |
|---|----------|-------|
| CARPENTER, Includes<br>Acoustical Ceiling<br>Installation, Drywall<br>Hanging, and Form Work..... | \$ 19.89 | 16.76 |
|---|----------|-------|

-----  
\* CARP1102-001 06/01/2012

Rates      Fringes

|                 |          |       |
|-----------------|----------|-------|
| MILLWRIGHT..... | \$ 24.24 | 21.79 |
|-----------------|----------|-------|

-----  
ELEC0445-011 06/01/2010

Rates      Fringes

|                  |          |       |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 29.48 | 13.40 |
|------------------|----------|-------|

-----  
ENGI0324-002 07/01/2012

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment |          |         |
| GROUP 1.....              | \$ 28.99 | 20.20   |
| GROUP 2.....              | \$ 28.74 | 20.20   |
| GROUP 3.....              | \$ 28.24 | 20.20   |
| GROUP 4.....              | \$ 23.14 | 20.20   |
| GROUP 5.....              | \$ 22.54 | 20.20   |
| GROUP 6.....              | \$ 20.09 | 20.20   |
| GROUP 7.....              | \$ 18.44 | 20.20   |

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.  
 Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

-----  
IRON0340-002 07/01/2011

|   | Rates    | Fringes |
|---|----------|---------|
| IRONWORKER, REINFORCING AND STRUCTURAL..... | \$ 20.68 | 23.92   |

-----  
\* LABO0355-022 08/20/2012

Rates Fringes

LABORER

Common or General; Grade  
 Checker; Mason Tender -  
 Brick; Mason Tender -  
 Cement/Concrete;  
 Sandblaster.....\$ 18.19 12.17  
 Pipelayer.....\$ 18.44 12.17

-----  
\* PAIN0312-002 06/01/2012

Rates Fringes

PAINTER: Brush and Roller.....\$ 21.05 11.89  
 PAINTER: Drywall  
 Finishing/Taping.....\$ 21.05 11.89  
 PAINTER: Spray.....\$ 22.25 11.89

-----  
PLAS0016-007 06/01/2012

Rates Fringes

PLASTERER.....\$ 21.18 12.43

-----  
PLUM0333-006 06/01/2011

Rates Fringes

PIPEFITTER, Includes HVAC  
 Pipe and Unit Installation.....\$ 32.84 18.58  
 PLUMBER, Excludes HVAC Pipe  
 and Unit Installation.....\$ 32.84 18.58

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day,  
 if the employee works the work day preceding and following  
 the holiday unless proven illness or injury prevents the  
 employee from working.

-----  
ROOF0070-002 06/01/2011

Rates Fringes

ROOFER.....\$ 22.25 13.38

-----  
SFMI0669-001 04/01/2012

Rates Fringes

SPRINKLER FITTER (Fire  
 Sprinklers).....\$ 30.64 16.97

SHEE0007-004 05/01/2012

|  | Rates    | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation)..... | \$ 27.10 | 18.79   |

-----  
SUMI2011-004 02/01/2011

|   | Rates | Fringes |
|---|-------|---------|
| CEMENT MASON/CONCRETE FINISHER...\$                 | 25.23 | 1.80    |
| IRONWORKER, ORNAMENTAL.....\$                       | 18.48 | 7.93    |
| LABORER: Landscape & Irrigation.....\$              | 10.38 | 0.50    |
| OPERATOR: Bulldozer.....\$                          | 19.68 | 6.64    |
| OPERATOR: Compactor.....\$                          | 17.68 | 6.70    |
| OPERATOR: Tractor.....\$                            | 19.10 | 8.48    |
| TRUCK DRIVER, Includes Dump and Tandem Truck.....\$ | 17.26 | 11.42   |
| TRUCK DRIVER: Lowboy Truck.....\$                   | 14.50 | 0.44    |
| TRUCK DRIVER: Tractor Haul Truck.....\$             | 13.57 | 1.18    |

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (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