

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	27
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 03-May-2002	4. REQUISITION/PURCHASE REQ. NO. W26GLG-2056-3731	5. PROJECT NO.(If applicable)		
6. ISSUED BY CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET NORFOLK VA 23510-1096	CODE DACW65	7. ADMINISTERED BY (If other than item 6)		CODE	
		<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACW65-02-R-0010	
			X	9B. DATED (SEE ITEM 11) 22-Mar-2002	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) AMENDMENT NO. 0002 TO DACW65-02-R-0010, AIWW MAINTENANCE, ATLANTIC INTRACOASTAL WATERWAY, NORFOLK DISTRICT, VIRGINIA.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		03-May-2002	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## 1. SECTION 00010:

- a. NOTE: This solicitation is being procured as a Service Procurement not a Construction Procurement.
- b. DELETE the BIDDING SCHEDULE and REPLACE with the attached Bidding Schedule.

## 2. SECTION 00100:

The following clauses have been deleted:

52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials	FEB 2000
52.225-10 Alt I	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials (Feb 2000) Alternate I	FEB 2000
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	FEB 2000
52.225-12 Alt I	Notice of Buy American Act Requirement - Construction Materials Under Trade Trade Agreements (Feb 2000) - Alternate I	FEB 2000
E4LC	AMOUNT OF BID OR OFFER GUARANTEE	JAN 2000
CONSTR 03		
E4LC TEST	E4LC TEST	JAN 2002
E4LC07	SUBCONTRACTING PLAN (CONSTRUCTION)	DEC 2001
E4LC08	MAGNITUDE OF CONSTRUCTION PROJECT	DEC 2001
E4LC20	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS	JAN 2002
E4LC58	BID GUARANTEE	JAN 2002

## 3. SECTION 00600:

The following clauses have been deleted:

252.236-7010	Overseas Military Construction--Preference for United States Firms	JAN 1997
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## 4. SECTION 00700:

The following clauses have been deleted:

52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.225-9	Buy American Act--Balance of Payments Program--Construction Materials	FEB 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-13	Alternative Payment Protections	JUL 2000
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.236-1	Performance of Work by the Contractor	APR 1984

52.246-21	Warranty of Construction	MAR 1994
52.248-3 Alt I	Value Engineering-Construction (Feb 2000) - Alternate I	APR 1989
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

The following clauses which are incorporated by full text have been added or modified:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 120 calendar days from notice to proceed.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or

finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other

contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT  
(MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current

on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

#### 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors

awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any

materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

#### 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 5. SECTION 00800:

The following clauses have been deleted:

E4LC11	DEPARTMENT OF LABOR WAGE DECISION (CONSTRUCTION)	DEC 2001
E4LC19	YEAR 2000 COMPLIANCE (CONSTRUCTION)	JAN 2002

The following clauses which are incorporated by full text have been added or modified:

#### 52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of FUNDING WILL BE PROVIDED FOR THE BASE YEAR LUMP SUM ITEMS AND THE FIRST 9 MONTHS OF THE BASE YEAR (JANUARY 2003 TO SEPTEMBER 2003) AT THE TIME OF AWARD has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification

to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

#### E4LC32 DEPARTMENT OF LABOR WAGE DECISION

Any contract awarded as a result of this solicitation will be subject to the U.S. Department of Labor Wage Decision(s) attached hereto.

6. REPLACE the wage rates with the Attached Wage Determination No. 94-2543 Rev (28).

#### **WAGE DETERMINATION NO: 94-2543 REV (28) AREA: VA,NORFOLK**

WAGE DETERMINATION NO: **94-2543** REV (28) AREA: VA,NORFOLK

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2543  
Revision No.: 28  
Date Of Last Revision: 04/09/2002

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States: North Carolina, **Virginia**

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates,  
Pasquotank, Perquimans

**Virginia** Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James  
City, Mathews,  
Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry,  
**Virginia** Beach,  
Williamsburg, York

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.38
Accounting Clerk II	10.58
Accounting Clerk III	13.17
Accounting Clerk IV	14.28
Court Reporter	12.87
Dispatcher, Motor Vehicle	12.63
Document Preparation Clerk	10.68
Duplicating Machine Operator	9.93
Film/Tape Librarian	9.60
General Clerk I	7.91
General Clerk II	9.73
General Clerk III	12.10
General Clerk IV	13.53
Housing Referral Assistant	14.93
Key Entry Operator I	9.13
Key Entry Operator II	11.49
Messenger (Courier)	7.89
Order Clerk I	11.13
Order Clerk II	14.56
Personnel Assistant (Employment) I	11.16
Personnel Assistant (Employment) II	12.90
Personnel Assistant (Employment) III	13.63
Personnel Assistant (Employment) IV	15.61
Production Control Clerk	16.40
Rental Clerk	11.35
Scheduler, Maintenance	12.36
Secretary I	12.36
Secretary II	14.39
Secretary III	16.42
Secretary IV	19.25
Secretary V	20.21
Service Order Dispatcher	12.14
Stenographer I	10.45
Stenographer II	12.90
Supply Technician	17.31
Survey Worker (Interviewer)	12.02

Switchboard Operator-Receptionist	9.20
Test Examiner	13.08
Test Proctor	13.08
Travel Clerk I	9.92
Travel Clerk II	10.59
Travel Clerk III	11.30
Word Processor I	10.70
Word Processor II	12.90
Word Processor III	13.50
Automatic Data Processing Occupations	
Computer Data Librarian	8.55
Computer Operator I	10.48
Computer Operator II	12.11
Computer Operator III	15.00
Computer Operator IV	17.38
Computer Operator V	18.47
Computer Programmer I (1)	19.24
Computer Programmer II (1)	21.77
Computer Programmer III (1)	25.96
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	25.31
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.20
Automotive Glass Installer	16.60
Automotive Worker	16.60
Electrician, Automotive	17.38
Mobile Equipment Servicer	15.00
Motor Equipment Metal Mechanic	18.20
Motor Equipment Metal Worker	16.60
Motor Vehicle Mechanic	18.20
Motor Vehicle Mechanic Helper	14.15
Motor Vehicle Upholstery Worker	15.78
Motor Vehicle Wrecker	16.60
Painter, Automotive	17.38
Radiator Repair Specialist	15.78
Tire Repairer	13.37
Transmission Repair Specialist	18.20
Food Preparation and Service Occupations	
Baker	8.98
Cook I	8.39
Cook II	9.28
Dishwasher	7.42
Food Service Worker	7.92
Meat Cutter	11.54
Waiter/Waitress	7.56
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	20.27
Furniture Handler	13.34
Furniture Refinisher	16.03
Furniture Refinisher Helper	13.05
Furniture Repairer, Minor	14.56
Upholsterer	16.03
General Services and Support Occupations	

Cleaner, Vehicles	8.29
Elevator Operator	7.60
Gardener	10.19
House Keeping Aid I	7.14
House Keeping Aid II	9.15
Janitor	8.74
Laborer, Grounds Maintenance	9.52
Maid or Houseman	7.11
Pest Controller	9.61
Refuse Collector	9.11
Tractor Operator	9.71
Window Cleaner	9.50
Health Occupations	
Dental Assistant	11.11
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.63
Licensed Practical Nurse I	10.44
Licensed Practical Nurse II	11.71
Licensed Practical Nurse III	13.10
Medical Assistant	9.79
Medical Laboratory Technician	11.39
Medical Record Clerk	10.90
Medical Record Technician	13.15
Nursing Assistant I	7.67
Nursing Assistant II	8.63
Nursing Assistant III	9.42
Nursing Assistant IV	10.56
Pharmacy Technician	11.84
Phlebotomist	11.71
Registered Nurse I	19.72
Registered Nurse II	23.42
Registered Nurse II, Specialist	23.42
Registered Nurse III	28.34
Registered Nurse III, Anesthetist	28.34
Registered Nurse IV	33.96
Information and Arts Occupations	
Audiovisual Librarian	14.23
Exhibits Specialist I	15.55
Exhibits Specialist II	18.89
Exhibits Specialist III	20.98
Illustrator I	17.63
Illustrator II	21.42
Illustrator III	23.78
Librarian	20.32
Library Technician	11.45
Photographer I	11.73
Photographer II	15.55
Photographer III	18.89
Photographer IV	20.98
Photographer V	25.39
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.95
Counter Attendant	6.95
Dry Cleaner	8.18
Finisher, Flatwork, Machine	6.95
Presser, Hand	6.95
Presser, Machine, Drycleaning	6.95

Presser, Machine, Shirts	6.95
Presser, Machine, Wearing Apparel, Laundry	6.95
Sewing Machine Operator	8.77
Tailor	9.68
Washer, Machine	7.49
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.33
Tool and Die Maker	20.31
Material Handling and Packing Occupations	
Forklift Operator	12.33
Fuel Distribution System Operator	15.10
Material Coordinator	16.72
Material Expediter	16.72
Material Handling Laborer	8.86
Order Filler	9.15
Production Line Worker (Food Processing)	12.00
Shipping Packer	11.59
Shipping/Receiving Clerk	10.56
Stock Clerk (Shelf Stocker; Store Worker II)	11.85
Store Worker I	9.42
Tools and Parts Attendant	14.93
Warehouse Specialist	14.36
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	20.53
Aircraft Mechanic Helper	15.13
Aircraft Quality Control Inspector	20.32
Aircraft Servicer	16.87
Aircraft Worker	17.74
Appliance Mechanic	16.03
Bicycle Repairer	13.37
Cable Splicer	18.47
Carpenter, Maintenance	16.03
Carpet Layer	17.61
Electrician, Maintenance	17.46
Electronics Technician, Maintenance I	15.47
Electronics Technician, Maintenance II	15.82
Electronics Technician, Maintenance III	16.95
Fabric Worker	14.56
Fire Alarm System Mechanic	16.79
Fire Extinguisher Repairer	13.84
Fuel Distribution System Mechanic	18.32
General Maintenance Worker	15.31
Heating, Refrigeration and Air Conditioning Mechanic	16.79
Heavy Equipment Mechanic	16.79
Heavy Equipment Operator	16.79
Instrument Mechanic	16.79
Laborer	10.02
Locksmith	17.51
Machinery Maintenance Mechanic	16.75
Machinist, Maintenance	16.79
Maintenance Trades Helper	13.05
Millwright	20.58
Office Appliance Repairer	16.03
Painter, Aircraft	18.24
Painter, Maintenance	16.03
Pipefitter, Maintenance	16.79

Plumber, Maintenance	16.03
Pneudraulic Systems Mechanic	16.79
Rigger	16.79
Scale Mechanic	15.31
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.31
Telecommunication Mechanic I	16.79
Telecommunication Mechanic II	20.16
Telephone Lineman	16.79
Welder, Combination, Maintenance	16.79
Well Driller	16.79
Woodcraft Worker	16.79
Woodworker	13.84
Miscellaneous Occupations	
Animal Caretaker	7.35
Carnival Equipment Operator	9.24
Carnival Equipment Repairer	9.69
Carnival Worker	6.58
Cashier	7.09
Desk Clerk	7.98
Embalmer	17.93
Lifeguard	8.07
Mortician	19.39
Park Attendant (Aide)	10.13
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.22
Recreation Specialist	13.50
Recycling Worker	11.15
Sales Clerk	8.07
School Crossing Guard (Crosswalk Attendant)	9.00
Sport Official	7.02
Survey Party Chief (Chief of Party)	12.43
Surveying Aide	7.76
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.30
Swimming Pool Operator	10.33
Vending Machine Attendant	10.14
Vending Machine Repairer	11.88
Vending Machine Repairer Helper	10.14
Personal Needs Occupations	
Child Care Attendant	7.15
Child Care Center Clerk	11.06
Chore Aid	6.57
Homemaker	10.63
Plant and System Operation Occupations	
Boiler Tender	16.79
Sewage Plant Operator	17.81
Stationary Engineer	16.79
Ventilation Equipment Tender	13.05
Water Treatment Plant Operator	17.81
Protective Service Occupations	
Alarm Monitor	10.86
Corrections Officer	13.17
Court Security Officer	13.19
Detention Officer	13.19
Firefighter	13.65
Guard I	8.18
Guard II	9.79

Police Officer	16.90
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.84
Hatch Tender	14.84
Line Handler	14.84
Stevedore I	14.04
Stevedore II	15.42
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	13.01
Archeological Technician II	14.63
Archeological Technician III	18.07
Cartographic Technician	17.38
Civil Engineering Technician	18.89
Computer Based Training (CBT) Specialist/ Instructor	23.07
Drafter I	11.46
Drafter II	12.90
Drafter III	16.21
Drafter IV	19.70
Engineering Technician I	15.58
Engineering Technician II	16.67
Engineering Technician III	20.54
Engineering Technician IV	24.87
Engineering Technician V	29.05
Engineering Technician VI	35.89
Environmental Technician	16.43
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.24
Instructor	19.19
Laboratory Technician	13.51
Mathematical Technician	18.07
Paralegal/Legal Assistant I	12.85
Paralegal/Legal Assistant II	15.60
Paralegal/Legal Assistant III	19.09
Paralegal/Legal Assistant IV	23.09
Photooptics Technician	18.89
Technical Writer	18.98
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	15.49
Weather Observer, Senior (3)	16.76
Weather Observer, Upper Air (3)	15.49
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	10.22
Parking and Lot Attendant	7.51
Shuttle Bus Driver	9.80
Taxi Driver	9.68
Truckdriver, Heavy Truck	13.31
Truckdriver, Light Truck	9.80
Truckdriver, Medium Truck	10.73
Truckdriver, Tractor-Trailer	13.31

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

7. SCOPE OF WORK

- a. Paragraph 3.2.2 DELETE "\$5,000.00" and REPALCE with "75% of the total acquisition price."
  - b. Paragraph 10.16, Page 21, DELETE "Disconnected".
  - c. Paragraph 10.16.2, Page 22, DELETE in its entirety.
  - d. Pagraph 10.16, Page 22, DELETE "10.16 Radio Equipment" and REPLACE with "10.17. Radio Equipment".
8. Attached are the Preproposal Conference Minutes, Attendance Register, and Questions and Answers.

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SCHEDULE I - BASE 1/1/03 TO 12/31/03 FFP - Operate and maintain the North Landing Bridge on the ACC exclusive Item 0006 PURCHASE REQUEST NUMBER W26GLG-2056-3731	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FFP - Operate and Maintain the Great Bridge Bridge on the ACC exclusive of Item 0006.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FFP - Operate and Maintain the Great Bridge Lock on the ACC exclusive of Item 0006.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FFP - Operate and Maintain the Great Bridge Reservation on the ACC exclusive of Items 0006.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FFP - Perform maintenance of the ACC Waterway, including but not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FFP - Paint exterior, interior and Roof Repair of scheduled ACC Buildings.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	FFP - All remaining facility maintenance of the ACC complete as specified exclusive of Items 00001 to 0006.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	FFP - Operate and maintain the Deep Creek Lock on the DSC exclusive of Item 0013.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	FFP - Operate and maintain the Deep Creek Bridge on the DSC exclusive of Item 0013.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	FFP - Operate and Maintain the South Mills Lock on the DSC exclusive of item 0013.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	FFP - Operate and maintain the South Mills Bridge on the DSC exclusive of Item 0013.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	FFP - Perform maintenance of the DSC Waterway, including not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	FFP - Paint exterior, interior, roof repair, and window replacement of scheduled DSC building.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	FFP - Operate and maintain all the water control structures and reservations at the Deep Creek Facility, South Mills Facility, and Lake Drummond Facility on the DSC (Assuming that there is no lock or bridge operation, including the total cost to operate the spillways. If the same man operates a water control structure, drawbridge, and lock, the cost of labor for that man shall be assigned to the item for operation of the water control structure), exclusive of Item 0013.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	FFP - All remaining facility maintenance of the DSC complete as specified.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	SCHEDULE II - 1st OPT YR 1/1/04 TO 12/31/04 FFP - Operate and maintain the North Landing Bridge on the ACC exclusive Item 0020	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	FFP - Operate and Maintain the Great Bridge Lock on the ACC exclusive of Item 0020.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	FFP - Operate and Maintain the Great Bridge Reservation on the ACC exclusive of Item 0020.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	FFP - Perform maintenance of the ACC Waterway, including but not limited to patrolling, clearing, and snagging, and disposal.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	FFP - Paint exterior, interior and roof repair of scheduled ACC Buildings.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	FFP - All remaining facility maintenance of the ACC complete as specified exclusive of Items 0016 to 0020.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	FFP - Operate and maintain the Deep Creek Lock on the DSC exclusive of Item 0027.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	FFP - Operate and maintain the Deep Creek Bridge on the DSC exclusive of Item 0027.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	FFP - Operate and Maintain the South Mills Lock on the DSC exclusive of item 0027.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	FFP - Operate and maintain the South Mills Bridge on the DSC exclusive of Item 0027.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	FFP - Perform maintenance of the DSC Waterway, including not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	FFP - Paint exterior, interior, roof repair, and window replacement of scheduled DSC building.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028		12.00	Months		
	FFP - Operate and maintain all the water control structures and reservations at the Deep Creek Facility, South Mills Facility, and Lake Drummond Facility on the DSC (Assuming that there is no lock or bridge operation, including the total cost to operate the spillways. If the same man operates a water control structure, drawbridge, and lock, the cost of labor for that man shall be assigned to the item for operation of the water control structure), exclusive of Item 0013.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		12.00	Months		
	FFP - All remaining facility maintenance of the DSC complete as specified.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		12.00	Months		
	Optional Items for First Option Year FFP - Operate and maintain the Great Bridge Bridge on the ACC exclusive of Item 0021.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	SCHEDULE III, 2nd OPT YR 1/1/05 - 12/13/05 FFP - Operate and maintain the North Landing Bridge on the ACC exclusive Item 0035.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	FFP - Operate and Maintain the Great Bridge Lock on the ACC exclusive of Item 0035.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	FFP - Operate and Maintain the Great Bridge Reservation on the ACC exclusive of Item 0035 and 0036.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	FFP - Perform maintenance of the ACC Waterway, including but not limited to patrolling, clearing, and snagging, and disposal.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	FFP - Paint exterior, interior and roof repair of scheduled ACC Buildings.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	FFP - Maintenance and repair of the south set o"B" of gates (two gates total) of the Great Bridge Lock as scheduled for ACC	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037		12.00	Months		
	FFP - All remaining facility maintenance of the ACC complete as specified exclusive of Items 00031 to 0026.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038		12.00	Months		
	FFP - Operate and maintain the Deep Creek Lock on the DSC exclusive of Item 0043.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039		12.00	Months		
	FFP - Operate and maintain the Deep Creek Bridge on the DSC exclusive of Item 0043.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	FFP - Operate and maintain the Sout Mills Lock on the DSC exclusive of Item 0043.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	FFP - Operate and maintain the South Mills Briedge on the DSC exclusive of Item 0043.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	FFP - Perform maintenance of the DSC Waterway, including but not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	FFP - Paint exterior, interior and roof repair of scheduled DSC building.s	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	FFP - Operate and maintain all the water control structures and reservations at the Deep Creek Facility, South Mills Facility and Lake Drummond Facility on the DSC (Assuming that there is no lock or bridge operation, including the total cost to operate the spillways. IF the same man operates a water control structure, drawbridge, and lock, the cost of labor for that man shall be assigned to the item for operation of the water control structure), exclusive of Item 0043.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	FFP - All remaining facility maintenance of the DSC complete as specified.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Optional Items for Second Option Year FFP - Operate and maintain the Great Bridge Bridge on the ACC exclusive of Items 0035.	12.00	Months		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	SCHEDULE IV - 3rd OPT YR 1/1/06 TO 12/31/06 FFP - Operate and maintain the North Landing Bridge on the ACC exclusive Item 0051	12.00	Months		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	FFP - Operate and Maintain the Great Bridge Lock on the ACC exclusive of Item 0051.	12.00	Months		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	FFP - Operate and Maintain the Great Bridge Reservation on the ACC exclusive of Items 0051.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	FFP - Perform maintenance of the ACC Waterway, including but not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	FFP - Paint exterior, interior and Roof Repair of scheduled ACC Buildings.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	FFP - All remaining facility maintenance of the ACC complete as specified exclusive of Items 0049 to 0051.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	FFP - Operate and maintain the Deep Creek Lock on the DSC exclusive of Item 0057	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	FFP - Operate and Maintain the South Mills Lock on the DSC exclusive of item 0057.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	FFP - Operate and maintain the South Mills Bridge on the DSC exclusive of Item 0057	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056	FFP - Perform maintenance of the DSC Waterway, including not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	FFP - Paint exterior, interior, roof repair, and window replacement of scheduled DSC building.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058		12.00	Months		
	FFP - Operate and maintain all the water control structures and reservations at the Deep Creek Facility, South Mills Facility, and Lake Drummond Facility on the DSC (Assuming that there is no lock or bridge operation, including the total cost to operate the spillways. If the same man operates a water control structure, drawbridge, and lock, the cost of labor for that man shall be assigned to the item for operation of the water control structure), exclusive of Item 0057.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059		12.00	Months		
	FFP - All remaining facility maintenance of the DSC complete as specified.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060		12.00	Months		
	Optional Items for Third Option Year FFP - Operate and maintain the Great Bridge Bridge on the ACC exclusive of Item 0052.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	Optional Items for Third Option Year FFP - Operate and maintain the Deep Creek Bridge on the DSC exclusive of Item 0057.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	SCHEDULE V - BASE 1/1/07 TO 12/31/07 FFP - Operate and maintain the North Landing Bridge on the ACC exclusive Item 0066	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	FFP - Operate and Maintain the Great Bridge Lock on the ACC exclusive of Item 0066 and 0067	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	FFP - Operate and Maintain the Great Bridge Reservation on the ACC exclusive of Items 0066.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	FFP - Perform maintenance of the ACC Waterway, including but not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	FFP - Paint exterior, interior and Roof Repair of scheduled ACC Buildings.	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067	FFP - Maintenance and repair of the south set "A" of gates (two gates total) of the Great Bridge Lock as scheduled for the ACC	1.00	Lump Sum		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	FFP - All remaining facility maintenance of the ACC complete as specified exclusive of Items 0064 to 0067..	12.00	Months		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069	FFP - Operate and maintain the Deep Creek Lock on the DSC exclusive of Item 0073.	12.00	Months		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070	FFP - Operate and Maintain the South Mills Lock on the DSC exclusive of item 0073..	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	FFP - Operate and maintain the South Mills Bridge on the DSC exclusive of Item 0073.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	FFP - Perform maintenance of the DSC Waterway, including not limited to patrolling, clearing, and snagging, and disposal of debris.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	FFP - Paint exterior, interior, roof repair, and window replacement of scheduled DSC building.	1.00	Lump Sum		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074	FFP - Operate and maintain all the water control structures and reservations at the Deep Creek Facility, South Mills Facility, and Lake Drummond Facility on the DSC (Assuming that there is no lock or bridge operation, including the total cost to operate the spillways. If the same man operates a water control structure, drawbridge, and lock, the cost of labor for that man shall be assigned to the item for operation of the water control structure), exclusive of Item 0073.	12.00	Months		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075	FFP - All remaining facility maintenance of the DSC complete as specified.	12.00	Months		
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076	Optional Items for Fourth Option Year FFP - Operate and Maintain the Great Bridge Bridge on the ACC exclusive of Item 0073.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077	Optional Items for Fourth Option Year FFP - Operate and maintain the Deep Creek Bridge on the DSC exclusive of Item 0073.	12.00	Months		

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NET AMT

PRE-PROPOSAL CONFERENCE MINUTES  
AIWW Maintenance  
April 23, 2002

On Tuesday, April 23, 2002 at approximately 9:00 am, a Pre-Proposal Conference was held at Building 1, Great Bridge Reservation, Chesapeake, VA. The meeting was conducted by Debbie Gray, Contract Specialist in the Contracting Division of the U.S. Army Engineer District, Norfolk, VA.

A list of attendees is attached as Enclosure 1 to these minutes.

The meeting began with an Introduction of all Government Representatives and a welcome extended to all participants at the conference.

Joel Scussel, Norfolk District, gave an overview of the solicitation.

The contractors were reminded that proposals were due in Norfolk on June 4, 2002 at 2:00 pm. Special care should be taken in responding to solicitation and Sections 00110 and 00120 should be adhered to. Due to construction of the new Great Bridge bridge and the anticipation of the Deep Creek bridge, close attention to the out years of the bidding schedule should be given.

All contractors present were advised that remarks and explanations at the conference shall not qualify or change the terms of the solicitation. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

The contractors were asked to submit all questions in writing and those received by noon April 26, 2002 would become part of these minutes (Enclosure 2). The contractors were asked to submit all their comments in writing and they were assured that all questions would be answered and forwarded to all prospective bidders.

A site visit was conducted which included the Great Bridge Reservation; Deep Creek Locks and Dismal Swamp/Lake Drummond Feeder Ditch.

After the site visit was concluded, the contractors were again advised that questions would be part of this conference if received in Norfolk District by 26 April 2002 at noon. Contractors were given the fax number (804)441-7183 for submission of questions. The meeting was then concluded.



**AIWW QUESTIONS:**

1) Reference Clause E4LC27, page 43. Reference states that the contractor shall be required to provide both payment and performance bonds in accordance with FAR 52.2228-15, "Performance and Payment Bonds-Construction." We understand that performance and payment bonds are only required for any construction tasking associated with the AIWW Facilities Maintenance contract. Please confirm.

Correct. Performance and Payment Bonds-Construction are not required for Service Contracts.

2) Reference Clause 52.222-8, Payrolls and Basic Records, page 86. Reference states that payrolls are to be submitted to the Contracting Officer each week. However, paragraph 9.6, page 12 states that payroll data will be provided to the "Government Representative" at the Great Bridge Reservation not later than the 5<sup>th</sup> day of each month.

Weekly certified payrolls for the previous month shall be submitted to the Government Representative at the Great Bridge Reservation by the 5<sup>th</sup> day of each month. This individual is responsible for maintaining the records for the Contracting Officer.

3) Reference Clause 52.223-6, page 98, Clause 252.223-7004, page 138. These are two different descriptions of the details of the requirements regarding a Drug Free Workplace. Which of these apply to this solicitation?

See Amendment No. 0002

4) Reference Section 00010 Solicitation Contract Form, pages 3-28. There are some anomalies both in numbering and in internal references within the items descriptions. In Option Year III, operation and maintenance of the Great Bridge Bridge is not listed. (Numbering anomalies are shown on the attached spreadsheet)

A revised bid schedule stating optional items and changing Item 0048 to Great Bridge Lock is attached. See amendment No. 0002

5) Reference Scope of Work, Paragraph 10.10.1, page 20. This referenced paragraph states: "The contractor will be responsible for the maintenance of the electronic gauges on the Dismal Swamp Canal." Is the contractor responsible for maintaining, repairing, and replacing if necessary all of the electronic components including the 4 Data Collection Platforms and associated gauges at the 7 specified locations?

Yes the operating contractor will be responsible for maintaining, repairing, and replacing all electronic components.

6) Reference Trash Removal, During the site visit it was evident that unauthorized dumping of used tires had occurred on the US Government/AIWW property. Our research reveals that tires, especially large truck tires are difficult and expensive to recycle. Under the new contract will the operating contractor be responsible for removing and paying for the disposal of all tires dumped on the AIWW property? If so, what are the approximate quantities we can expect to recover each year? Please provide approximate number of automobile tires and number of large truck and heavy equipment tires.

The operating contractor will be responsible for removal and disposal of debris including tires along the Corps facilities. When an unauthorized dumping occurs such as a large amount of tires, will be reviewed on a case-by-case basis. A breakdown of the quantity of tires is not available to us.

7) Reference Paragraph 10.1.1, Electronic Gauges, page 20 states "the contractor shall be able to access the DCP's electronically and perform diagnostic testing and routine maintenance of the DCP's as required." Will the contractor be required to provide all necessary hardware and software to perform the diagnostic testing and maintenance? If so, please provide minimum hardware specifications, and name and manufacturer of the software so that this can be priced into our proposal.

The operating contractor must have a computer available that can be transported to the four locations of the DCP equipment. The computer shall be capable of running Windows 98. The software is available for free, download from the Sutron website: [www.sutron.com](http://www.sutron.com).

8) Reference the Bid Schedule, how are progress payments handled on Lump Sum Items?

Payments are made on lump sum line items as work is completed and accepted. If the operating contractor completes a percentage of the lump sum item he can invoice for the percent complete.

9) Are the lock operators required to tie off incoming vessels to the locks?

Operators are required to be outside and available when the vessels enter and leave the lock to assist the vessels when needed and in case an emergency situation develops.

10) In paragraph 3.2.2, it states when the repairs exceeds \$5,000, the property can be turned in, what about items less than \$5,000.00 in value?

See amendment about property.

11) Can we review the records of the ongoing contract as defined by paragraph 5.2 under the scope of work?

No, this is proprietary information.

12) Can we review the utility cost of the ongoing contract as defined by paragraph 10.5 under the scope of work?

This information is not available to us.