

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 21-Feb-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-2346-3730	5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACA67	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACA67-03-R-0207	
		X	9B. DATED (SEE ITEM 11) 27-Jan-2003	
			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. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
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.) DACA67-03-R-0207 Replace Family Housing, Phase 6A, Malmstrom AFB, Montana This amendment is issued to correct administrative errors.				
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)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 21-Feb-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:CONT. SHEET

- A. This amendment is issued to administrative errors in this solicitation:
1. Replace the Davis-Bacon Wage Determination Cover sheet.
 2. Insert Wage Determination Decision MT020002 (Highway).
 3. Replace Section 00800 SPECIAL CLAUSES, which is being used to correct issue dates for drawings.
- B. The attached revised sections are to be replaced in their entirety. All changes are generally identified, for convenience, either by strikeout for deletions, and underlining of text for additions, or a single dark line in the margin. All portions of the revised or new page shall apply whether or not changes have been indicated.
- C. The time and due date for submission of the technical and price proposals remains **unchanged**: 2:00 PM (PST), 26 February 2003.
- D. Offerors must acknowledge receipt of this amendment by number and date on Standard Form 1442, BACK, in block 19, or by telegram.

Enclosures:

Davis-Bacon Wage Determination Cover sheet
Wage Determination Decision MT020002 (Highway)
Section 00800 SPECIAL CLAUSES

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SPECIAL CLAUSES

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SECTION 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
(FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 440 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises.

SC-1.1 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising any or all of the Optional Items 0008 through 0018 within 120 days of the receipt by the Contractor of the notice to proceed. The notice to proceed on work Items added by exercise of the options will be given upon execution of consent of surety.

b. The parties hereto further agree that any options herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

c. The time allowed for completion of the optional item awarded under this contract will be the same as that for the base items, and will be measured from the date of receipt of the notice to proceed for the base items.

SC-1.2 EXCEPTION TO COMPLETION PERIOD

In case the Contracting Officer determines that completion of seeding, sodding, and planting, and establishment of same is not feasible within the completion period(s) stated above, the Contractor shall accomplish such work in the first planting period following the contract completion period and shall complete such work as specified, unless other planting periods are directed or approved by the Contracting Officer.

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$2130.00 for each day of delay until the work is completed or accepted.

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

(c) Exception to Liquidated Damage: In case the Contracting Officer determines that completion of work stated above in paragraph Exception to Completion Period is not feasible during the completion period stated in SC-1, such work will be exempted from liquidated damages.

SC-3 AND SC-4. DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

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

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

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall

provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Environmental Liability If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. DELETED

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test holes shown on the drawings.

(b) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9. DELETED

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11. THROUGH SC-13. DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-
(EFARS 52.231-5000)

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

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

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

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

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) only and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. Copies of the CD-ROM (Volumes 1-12) are also available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items. Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17. DELETED

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

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

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19. Through SC-21 DELETED.

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The Contractor shall comply with the provisions of the Executive Order EO 13101 within the scope of his operations. The attached APPENDIX R contains procurement guidelines for products containing recovered materials. The Contractor shall fill out RECOVERED MATERIALS DETERMINATION FORM attached at the end of APPENDIX R and submit it to the Contracting Officer.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

(a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.

(b) Tires, excluding airplane tire

(e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

§ 247.12 Construction products.

(a) Building insulation product including the following items:

(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite;

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);

(3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

~~(2)~~ (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.

(d) Carpet made of polyester fiber use in low- and medium-wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

§ 247.15 Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Binders.
- ~~(f)~~(e) Plastic trash bags.
- ~~(g)~~(f) Printer ribbons.
- ~~(h)~~(g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

RECOVERED MATERIALS DETERMINATION FORM*Instructions*

This form is to be completed by the procurement originator when EPA-designated items included in the Affirmative Procurement Program for Recovered Materials are being procured from outside vendors. For questions on whether the product counts as "EPA designated" or what the required recycled content is, refer to product descriptions on EPA's website at <http://www.epa.gov/cpg>. This form is not required for items requisitioned from established Federal supply sources.

1. The procurement originator lists which item(s) apply to the procurement request, the required recycled content, the actual recycled content, and signs and dates the appropriate Certification on the back of this form.
2. If an exemption is being claimed, the procurement originator's unit commander also signs the Certification on the back of this form.
3. The completed form becomes part of the contracting office contract file.

Procurement Request No. _____

The EPA-designated items being procured are:

- Building insulation
- Flowable fill
- Latex paint
- Floor tiles
- Laminated paperboard
- Structural fiberboard
- Polyester carpet
- Carpet Backing
- Carpet Cushion
- Cement & concrete containing:
 - Coal fly ash
 - Ground granulated
blast furnace slag
- Binders
(paper, solid plastic or
plastic covered)
- Plastic presentation folders
- Plastic file folders
- Plastic clip portfolios
- Plastic clipboards
- Plastic envelopes
- Office recycling containers
- Office waste receptacles
- Plastic desktop accessories

- ___ Printing and writing papers
- ___ Printer ribbons
- ___ Toner cartridges
- ___ Awards and plaques
- ___ Playground surfaces
- ___ Park and recreational furniture
- ___ Running tracks
- ___ Playground equipment
- ___ Traffic barricades
- ___ Signage
- ___ Traffic cones
- ___ Channelizers
- ___ Delineators
- ___ Flexible delineators
- ___ Parking stops
- ___ Plastic fencing (snow or erosion control, safety barriers)
- ___ Engine coolants
- ___ Re-refined lubricating oils
- ___ Retread tires
- ___ Garden and soaker hoses
- ___ Lawn and garden edging
- ___ Patio blocks
- ___ Landscaping timbers and posts (plastic lumber)
- ___ Compost from yard trimmings or food waste
- ___ Commercial/industrial sanitary tissue products
- ___ Sorbents
- ___ Industrial Drums
- ___ Railroad grade crossings/surfaces
- ___ Pallets
- ___ Paperboard and packaging
- ___ Strapping and stretch wrap
- ___ Shower & restroom dividers/partitions
- ___ Plastic trash bags
- ___ Mats
- ___ Hydraulic mulch
- ___ Tray liners
- ___ Newsprint

CERTIFICATION

Procurement Request No. _____

Complete Part A or Part B as appropriate:

A. I hereby certify the Statement of Work/Specifications for the requisition of all materials listed on this form complies with EPA standards for recycled/recovered materials content.

Procurement Originator's Signature

Date

B. The following item does not comply with EPA standards for recycled/recovered materials (please complete a separate justification for each noncompliant item purchased as part of this procurement action): _____

The exemption being claimed for this purchase is:

___ The product does not meet appropriate performance standards

___ The product is not available within a reasonable time frame

___ The product is not available competitively (from two or more sources)

___ The product is only available at an unreasonable price (it costs more than a comparable non-recycled-content product). The recycled-content product costs \$_____ per _____ and the non-recycled-content product costs \$_____ per _____

Procurement Originator

Date

Commander

Date

INDEX OF DRAWINGS

REPLACE FAMILY HOUSING, PHASE 6A
 MALMSTROM AFB, MONTANA
 PN: NZAS 04011

DRAWING FILE NO. 225s/711-15-09

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5	C-101A	Exist. Cond./Demo. Plan – Matador		03JAN17
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9	C-100B	Location of Explorations – Minuteman		03JAN17
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33	S-201	Shear Wall Elevations – Unit 3J	A	03FEB08
34	S-501	Details	B	03FEB14
35	S-502	Details	<u>C</u>	03FEB20
36	S-503	Details	A	03FEB08
37	S-504	Details	<u>C</u>	03FEB20
38	S-505	Details	A	03FEB08
39	A-001	Architectural Legends, Symbols & General Notes	A	03FEB08
40	A-002	Housing Site Plan – Minuteman & Matador		03JAN17
41	A-101	Floor Plans – Unit 3J	A	03FEB08
42	A-102	Roof Plans – Unit 3J	A	03FEB08
43	A-201	Exterior Elevations – Unit 3J Gable Roof	A	03FEB08
44	A-202	Exterior Elevations – Unit 3J Shed Roof		03JAN17
45	A-211	Interior Elevations – Unit 3J		03JAN17
46	A-301	Building Sections – Unit 3J		03JAN17
47	A-311	Wall Sections	A	03FEB08
48	A-312	Wall Sections	A	03FEB08
49	A-313	Wall Sections	A	03FEB08
50	A-501	Exterior Details	B	03FEB14

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
51	A-502	Exterior Details		03JAN17
52	A-511	Exterior Details		03JAN17
53	A-601	Finish Schedules	A	03FEB08
54	A-602	Schedules		
55	A-701	Stair Plans, Sections & Details – Unit 3J	A	03FEB08
56	M-001	Mechanical Legend		
57	M-101	Floor Plans – HVAC- Unit 3J	A	03FEB08
58	M-201	Floor Plans – Plumbing – Unit 3J	A	03FEB08
59	M-301	HVAC Schedules, Details and Sequence of Operations		03JAN17
60	M-401	Plumbing Schedules, Details and Diagrams		03JAN17
61	E-001	Electrical Symbols, Abbreviations and General Notes		03JAN17
62	E-002	Electrical Site Plan – Matador	<u>C</u>	03FEB20
63	E-003	Electrical Site Plan – Minuteman	<u>C</u>	03FEB20
64	E-101	Electrical Floor Plans – Unit 3J	A	03FEB08
65	E-201	Schedules, One-Line Diagram and Detail	A	03FEB08
66	E-202	Electrical Load Calc		03JAN17
67	E-301	Electrical Notes		03JAN17
68	E-302	Electrical One-Line Diagram		03JAN17

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
<u>SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS</u>			
	1 & 2	U.S. Air Force Project Construction Sign	84JUN20
	1	Hard Hat Sign	10SEP90

END OF SECTION

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DAVIS-BACON GENERAL WAGE DECISIONS:

a) MT020001 (Heavy) - All utility more than 5 feet (1.5 meters) from the perimeter of a building shall be performed under this wage decision.

b) MT020002 (Highway) - All paving work more than 5 feet (1.5 meters) from the perimeter of a building shall be performed under this wage decision.

c) MT020026 (Residential) – All work inside and within 5 feet (1.5 meters) of the foundation shall be performed under this wage decision.

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GENERAL DECISION **MT020002** 08/30/2002 MT2

Date: August 30, 2002
General Decision Number **MT020002**

Superseded General Decision No. MT010002

State: Montana

Construction Type:
HIGHWAY

County(ies):
STATEWIDE

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002
1	08/30/2002

COUNTY(ies):
STATEWIDE

ZONE PAY

CARPENTERS, CEMENT MASONS, IRON WORKERS, LABORERS
POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following towns to the center of the job:

BILLINGS	GREAT FALLS	KALISPELL	MISSOULA
BOZEMAN	HAVRE	LEWISTOWN	
BUTTE	HELENA	MILES CITY	

ZONE 1: 0 to 30 miles	Base pay
ZONE 2: 30 to 60 miles	Base pay + \$2.95
ZONE 3: over 60 miles	Base pay + \$4.70

* SUMT3001A 12/20/2001

	Rates	Fringes
CARPENTERS:		
Carpenter	19.55	5.15
Piledriverman	19.55	5.15

CEMENT MASONS	17.37	3.20
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ELECTRICIANS:

AREA 1	18.74	2.93+3.8%
AREA 2	20.13	4.76+3.8%
AREA 3	19.98	3.44+3.8%
AREA 4	19.84	3.51+3.8%
AREA 5	20.54	3.54+3.8%
AREA 6	18.02	3.44+3.8%

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie

Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone Counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

IRON WORKERS:

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Cos.	20.43	8.83
Remaining Counties	18.97	6.60

LABORERS:

GROUP 1	13.68	4.14
GROUP 2	16.18	4.14
GROUP 3	16.35	4.14
GROUP 4	17.18	4.14

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; Sealants for Concrete and

other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

LINE CONSTRUCTION:

Equipment Operator	19.16	5.05
Groundman	15.40	5.05

PAINTERS:

Pavement marking and related work.
Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermoplastics and any other products applied for traffic marking purposes and for directing and regulating traffic

	17.60	4.40
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POWER EQUIPMENT OPERATORS:

GROUP 1	17.51	4.82
GROUP 2	18.38	4.82
GROUP 3	19.12	4.82
GROUP 4	19.71	4.82
GROUP 5	20.85	4.82
GROUP 6	21.44	4.82
GROUP 7	23.22	4.82

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo, Crane; Crusher Conveyor, DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-end Loader under 1 cu yd; Oiler, Heavy Duty Drills; Pumpman; Oiler (All, except Cranes and Shovels)

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to & incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large: Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchter; Distributor; Dozer, Rubber tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to and incl. 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler, Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/ Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller; Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or pulling Belly Dump; Yo Yo Cat Front-end Loader over 5 cu yd;

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower all); Crane, Whirley (all); Helicopter Hoist

TRUCK DRIVERS:

GROUP 1	14.96	4.58
GROUP 2	19.55	4.58

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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