

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DW-04-P-0426	2. DELIVERY ORDER/ CALL NO. W912DW	3. DATE OF ORDER/CALL (YYYYMMDD) 2004 Sep 24	4. REQ./ PURCH. REQUEST NO. W68MD9-4226-9170	5. PRIORITY
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6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329	7. ADMINISTERED BY (if other than 6) USA ENGINEER DISTRICT, SEATTLE SCOTT BRITT PH:206-764-3517 FAX: 206-764-6817 SCOTT.W.BRITT@US.ARMY.MIL SEATTLE WA	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR ENVIRONMENTAL WEST EXPLORATION INC NAME JOSH BURROWS AND 1015 N YARDLEY RD ADDRESS SPOKANE WA 99212	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
12. DISCOUNT TERMS		
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		

14. SHIP TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385	15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		
Reference your quote dated 2004 Sep 23 Furnish the following on terms specified herein. REF:			

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:		

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil BY: ELAINE M EBERT	<i>Elaine M Ebert</i> CONTRACTING / ORDERING OFFICER	25. TOTAL \$36,035.00
			26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.				
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			
		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT	34. CHECK NUMBER
				35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MONITORING WELL INSTALL FFP PROVIDE ALL MATERIALS, LABOR AND SERVICES TO INSTALL MONITORING WELLS AT THE CONSTITUTION MINE REMOVAL PROJECT IN IDAHO IN ACCORDANCE WITH THE SHEDULE, STATEMENT OF WORK, AND WAGE DETERMINATION. PURCHASE REQUEST NUMBER: W68MD9-4226-9170	1	Lump Sum	\$36,035.00	\$36,035.00 NTE

NET AMT \$36,035.00

ACRN AA Funded Amount \$36,035.00

FOB: Destination

SCHEDULE

SCHEDULE OF SUPPLIES/SERVICE	QUANTITY	U/I	UNIT PRICE	AMOUNT
0001AA Mobilization and Demobilization	1	JOB	Lump Sum	7555
0001AB Drilling by Air Rotary Method	180	LF	65.00	11,700
0001AC Monitoring Well Installation	180	LF	20.00	3600
0001AD Monitoring Well Development	32	HR	185	5920
0001AE Above Ground Monitoring Well Protection Features, Furnished and Installed	8	EA	780	6240
0001AF Standby Time	4	HR	215	860
0001AG Upgrade to Personal Protection Level C	4	HR	40.00	160

STATEMENT OF WORK

1. **SCOPE AND PROPOSED WELL LOCATIONS.** This Scope of Work covers drilling and installation of monitoring wells in overburden soils at Constitution Mine in the Pine Creek drainage, 7.5 miles south of Pinehurst, Idaho and 35 miles east-southeast of Coeur d'Alene, Idaho (see attached "Regional Location Map"). The proposed work consists of drilling in overburden soil presumed to be contaminated with antimony, arsenic, cadmium, iron, lead, manganese, and zinc. The purpose of the work is to install and develop monitoring wells that will be sampled by the Government to determine if groundwater has been contaminated by site activities. General monitoring well locations are shown on the attached drawings, "Upper Constitution Mine Well Locations" and "Lower Constitution Mine Well Locations." The proposed work consists of drilling a maximum of eight (8) monitoring wells to a maximum depth of 25 feet. Drilling shall be by air rotary methods using a drill rig suitable for the terrain described in Paragraph SITE DESCRIPTION AND SUBSURFACE MATERIALS. Each well shall be installed in a dedicated borehole and shall be constructed to yield chemically representative ground water samples of the screened interval for chemical analysis and to allow for the accurate measurement of ground water depths relative to the top of the well riser. The work consists of furnishing all plant, labor, materials, transportation, supplies, and accessories to accomplish the work in accordance with the specifications herein. Field activities are anticipated to begin on or about 20 September 2004. All work shall be completed within 14 calendar days following site mobilization.

2. **APPLICABLE PUBLICATIONS.** The publications listed below form a part of this specification to the extent referenced and are referred to by basic designation only.

2.1 AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

Z 535.1-91 Safety Color Code

2.2 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

C 387 (1987; R 1995) Packaged, Dry, Combined Materials for Mortar and Concrete

D 1785 (1996) Poly(Vinyl Chloride)(PVC) Plastic Pipe, Schedules 40, 80, and 120

D 5088 (1990) Decontamination of Field Equipment Used at Nonradioactive Waste Sites

D 5092 (1990) Design and Installation of Ground Water Monitoring Wells in Aquifers

F 480 (1995) Thermoplastic Well Casing Pipe and Couplings Made in Standard Dimension Ratios (SDR), SCH 40 and SCH 80

2.3 CODE OF FEDERAL REGULATIONS (CFR)

49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials, Communications, Emergency Response Information, and Training Requirements

29 CFR 1910.120 Hazardous Waste Operations and Emergency Response

2.4 NATIONAL SANITATION FOUNDATION STANDARD (NSF)

NSF Std 14 (Nov 1990) Plastics Piping Components and Related Materials

2.5 U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

This document may be accessed on the internet at the following address:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>

EM 1110-1-4000 (1998) Monitoring Well Design, Installation, and Documentation at Hazardous, Toxic, and Radioactive Waste Sites

This document may be accessed on the internet at the following address:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>

2.6 STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES

IDAPA 37 Well Construction Standards Rules
Title 03, Chapter 09

3. ACCESS TO CONSTITUTION MINE SITE. All locations of the proposed groundwater monitoring wells are on privately owned land held by Constitution Mining Company. The Government is responsible for obtaining Rights of Entry prior to commencement of work.

4. DRILLING PERMITS AND PERFORMANCE REQUIREMENTS. The Contractor shall be responsible for obtaining permits, licenses, filing monitoring well reports, paying fees and other requirements necessary for prosecution of the work and paying all costs thereof. State of Idaho requires that the driller be licensed in the State. Real Estate Right of Entry will be provided by the Contracting Officer and must be in place prior to drilling. All work and materials for the construction of the monitoring wells shall conform to the requirements of IDAPA 37, Well Construction Standards Rules (Title 03, Chapter 09).

Access to each monitoring well site is the responsibility of the Contractor. Underground utility clearance is the responsibility of the Government. Any items damaged by the Contractor shall be repaired by the Contractor at his expense. The Government geologist or geotechnical engineer inspecting the drilling operations will be responsible for answering questions from the inquiring public. The monitoring well locations and depths (*for reporting to State of Idaho*) are indicated as follows: All wells are located at the approximate geographic coordinates 47° 26' 25" north latitude, 116° 10' 30" west longitude, and are to be approximately 25 feet in depth. Monitoring well designations are to be consecutively numbered from CON MW-05 through CON MW-12.

5. SITE DESCRIPTION AND SUBSURFACE MATERIALS. Each drilling site is moderately to heavily vegetated and access to several well locations may need to be by crossing East Fork Pine or Gilbert creeks. The drill rig must be capable of reaching well locations that are off developed roadways, sometimes over rocky, vegetated, and/or sloped terrain. Access to all but two (2) well locations may be up to 200 feet from the gravel roadways on site. Overburden varying in depth from approximately 15 to 25 feet across the project work site is composed of high-energy fluvial deposits of sand and gravel with lesser amounts of cobbles and boulders. The overburden at the site has been field-classified as GM, GP, GW, GP-GM, GP-GC, GW-GM, SM, and SW to a depth of 17 feet based on the Unified Soils Classification System. Drilling is to stop at or prior to bedrock, which is locally composed of either quartzite, siltite, or argillite. This information is based on limited previous drilling investigations as well as regional geological literature.

6. ENVIRONMENTAL PROTECTION. The Contractor shall take all precautions as may be required to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the water supply stratum through the boring. Care shall be taken to preserve the natural barriers to ground-water movement and to

seal strata penetrated during drilling operations which might impair water quality or result in cascading water. The Contractor shall cover the boring at all times when not at the work site. The cover shall be secured in place or weighted down so that it cannot be removed except with the aid of the drilling equipment or through the use of drill tools.

7. **WATER AND ELECTRICITY.** All electric current required by the Contractor shall be furnished by the Contractor. Drill water may be obtained from East Fork Pine Creek upgradient of the upper mine site. This is approximately ½- to ¾-mile from the well locations.

8. **HEALTH AND SAFETY.** It shall be the responsibility of the Contractor to ensure that all work carried out is performed in a manner which is safe and protective of human health and the environment in accordance with these specifications, 29 CFR 1910.120 and the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). All personnel shall understand, be familiar with, and conform to, site safety procedures presented in the accepted Safety and Health Plan developed by the Government for site activities.

Contractor shall submit evidence that his on site employees have attended a 40-hour personal protection and safety class and yearly refresher courses under 29 CFR 1910.120. Any Contractor personnel supervising on site shall have an additional eight (8) hours of supervisory training per 29 CFR 1910.120. Included, but not restricted to in this requirement, is a medical monitoring program and a respirator fit and maintenance program for hazardous waste worker personnel. All personnel required to use personal protective equipment (PPE) shall meet the training and medical monitoring requirements of 29 CFR 1910.120. It shall be the responsibility of the Contractor to ensure that all work carried out is performed in a manner which is safe and protective of human health and the environment in accordance with these specifications, 29 CFR 1910 and the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The Contractor shall provide and require the use of PPE including tyvek suit, gloves, and respirator when the results of air monitoring require it. The Contractor will be held responsible for ensuring that operations under its control do not jeopardize the health and safety of public or private sector workers, or the environment.

An Activity Hazard Analysis (AHA) shall be developed and considered an attachment to the accepted Safety and Health Plan. The AHA is further described below in Paragraph SUBMITTAL PRIOR TO DRILLING OPERATION.

9. **SUBMITTAL PRIOR TO DRILLING OPERATION.** Prior to beginning site activities the Contractor shall submit for the Contracting Officer Authorized Representative's approval (ACOR) approval an Activity Hazard Analysis (AHA). The AHA shall specifically list the specific steps of each task, the specific hazard(s) associated with the task, the specific engineering control technique(s)/ method(s) which will be used to mitigate the hazards administrative controls (including work practices) and specific PPE which will be used to mitigate said hazards. The AHA shall be laid out in chronological order and presented in the table format depicted in Figure 1-1 of Section 1 of EM 385-1-1 (1996). The Activity Hazard Analysis shall include all work which is to be performed by the Contractor. Government acceptance is required for the AHA. The AHA shall be submitted to the Contracting Officer's Authorized Representative within seven (7) calendar days following notice to proceed. Failure to provide the required information will result in delayed project startup.

10. **RECORDS.** The Contractor's drill operator shall maintain an accurate and precise chronological daily driller's log of events which shall be submitted to the Contracting Officer's Authorized Representative at the conclusion of each monitoring well or as otherwise directed. The following items shall be included in this daily log:

- (a) Beginning of work shift (time, date, and location)
- (b) Measure static water level at beginning of each shift
- (c) Delays in work (times and circumstances)
- (d) Any significant occurrence in performing work
- (e) Start and stop time of hourly payment items
- (f) Equipment failures
- (g) End of shift casing depth and height left above ground surface

- (h) End of work shift (time and date)
- (i) Movements to new boring location,
- (j) Daily tabulation of quantities for each pay item
- (k) Any pertinent comments concerning the daily performance.

The presence of a Government Geologist or the keeping of separate drilling records by Contracting Officer personnel shall not relieve the Contractor of the responsibility for the work specified. Contractor shall furnish a water level measuring device accurate to 0.01-foot and capable of measuring water level to maximum depth of any boring specified in this scope of work in order to accomplish subitem (b) above.

11. **SANITATION OF EQUIPMENT.** Prior to commencement of work and between monitoring wells, and upon completion of all work the drill rig, drill rods, drill bits, temporary steel casing, well developing equipment, tremie pipes and other associated equipment shall be cleaned with high-pressure hot water/steam. Decontamination shall be done in accordance with ASTM D 5088. Decontamination shall be performed at each well location. Decontamination water from the drill rig may be discharged to the ground surface.

12. **DRILLING.** Purpose of the drilling is to determine the position of the shallow water-bearing zone and to install shallow groundwater monitoring wells. No overburden soil sampling is required. Contractor shall furnish equipment capable of drilling through the overburden, which may contain cobbles and boulders. While drilling above the groundwater table, water from an approved source or other engineering control shall be used at the top of the hole to eliminate dust. The use of drilling aids such as bentonite, other clay-based agents, or any other foreign matter capable of affecting the characteristics of the ground water is prohibited.

13. **MONITORING WELL INSTALLATION.** The well installation method shall prevent the collapse of formation material against the PVC well screen and PVC casing. The inside diameter of any temporary steel casing used shall be sufficient to allow accurate placement of the well screen, riser pipe, filter pack, bentonite seal and grout, and shall be a minimum of six (6) inches.

13.1 **Well Screen.** Monitoring well screens shall consist of new commercially fabricated flush-joint threaded 2-inch nominal internal diameter schedule 40 polyvinyl chloride (PVC) continuous slot, non-clogging design. Required fittings shall be ASTM F 480 flush thread male by female fittings. Contractor shall furnish to the job site ten-foot-long screen sections of 0.020-slot schedule 40 screen. The Government geologist will determine the appropriate depth the well screen is to be installed in the bore hole. The bottom section of each screen shall be sealed watertight by means of a flush threaded end cap of the same material as the well screen.

13.2 **Well Casing.** Monitoring well casing (riser pipe), shall be new, 2-inch nominal internal diameter, schedule 40 flush-joint threaded, ASTM D 1785 polyvinyl chloride (PVC) pipe. Required fittings shall be ASTM F 480 flush thread male by female fittings. Gaskets, pop rivets, or screws shall not be used. A PVC water-tight locking cap, that threads or slips onto the top of the well casing shall be provided. Weather resistant padlocks which are keyed-alike shall be provided on the protective lockable caps

13.3 **Filter Pack.** Filter pack shall consist of clean, washed, rounded to sub-rounded siliceous material free from calcareous grains or material. Organic matter, soft, friable, thin, or elongated particles are not permissible. Contractor shall furnish to the job site filter pack material with a designated gradation of no. 10-20, in sufficient quantities to complete the monitoring well installations as specified. The artificial filter pack shall be installed around the well screen from the bottom of the screen to approximately 3 feet above the top of the well screen. Additions of filter pack material shall be coordinated with casing so that the filter materials extend a minimum of 0.5 to 1 foot above the bottom of the drive casing. The temporary casing shall never be pulled above the level of the filter pack. Frequent measurements shall be made in the boring as the casing is pulled back. Measurements shall be performed by lowering a weighted sounding device into the annulus between the steel casing and riser.

13.4 **Bentonite Seal.** The bentonite seal, intended as a barrier between the filter pack and the ground surface shall consist of hydrated, granular, pelletized, or chipped sodium montmorillonite furnished in sacks or buckets from a

commercial source and free of impurities which adversely impact the water quality. Due to the shallow nature of the well screens, bentonite shall be the backfill material from the top of the filter pack to ground surface. No cement grout shall be required. The drive casing shall be pulled as the bentonite is added to prevent creation of a bridge between the drive casing and the riser. For seal placed above the water table the Contractor shall use only approved water to hydrate the mixture.

14. PROTECTION OF MONITORING WELL. Monitoring wells shall have a metal lockable protective enclosure set over the PVC well casing. The protective metal casing shall be set in the annular seal. Weather resistant, keyed-alike padlocks shall be provided on the protective covers for all wells.

All installed wells shall be finished with above grade completions. A protective metal casing shall be installed around the PVC well riser by placing the protective metal casing into the annular bentonite seal. The protective metal casing inside diameter shall be at least 4 inches greater than the nominal diameter of the well riser. The protective metal casing shall be fitted with a locking cap and installed so that there is a maximum 0.2 foot clearance between the top of the in-place inner well riser cap and the bottom of the protective metal casing locking cap when in the locked position. The protective metal casing shall be positioned and maintained in a plumb position. The bottom of the protective metal casing shall extend a minimum of 2.5 feet below ground surface and the top shall extend at least 2.5 feet above the surface of the ground. Dry bentonite pellets, granules, or chips shall then be placed in the annular space below ground level within the protective metal casing. An internal mortar collar shall be placed within the protective casing annulus from the ground surface to 6 inches above the ground surface. The mortar mix shall be (by weight) 1 part cement to 2 parts sand (the granular filter used around the well screen), with minimal water for placement. The protective casing shall have a ¼-inch diameter drain hole installed just above the top of the mortar collar. Coarse sand or pea gravel shall be placed in the annular space between the protective casing and the riser pipe, above the drain hole, to within six (6) inches from the top of the riser pipe. The metal protective casing shall be provided with a heavy duty, "tamper resistant" locking mechanism. A corrosion resistant metal tag shall be affixed to the exterior and interior of the protective cover. The metal tag shall be stamped with well identification number and date of well installation. Concrete for the well pads shall be furnished as pre-packaged, dry, combined materials for concrete and shall conform to ASTM C 387 normal weight, normal strength concrete. The dry materials shall be combined with potable water and mixed in an approved mixer or container until uniform in consistency and color. Water shall be limited to the minimum amount possible. A minimum 3-foot-square, 6-inch thick concrete pad sloped away from the well shall be constructed around the protective metal casing. The pad shall extend four (4) inches below grade and two (2) inches above grade. The ground immediately surrounding the top of the well shall be sloped away from the well. Four protective steel posts shall be installed equally spaced around the concrete pad. The steel posts shall be 3-inch diameter, schedule 40 carbon steel and a minimum of 6 feet long. Post shall be filled with concrete. The posts shall not be installed in the concrete pad, but rather from 0.5-1.0 foot distance from the edge of the concrete pad. Posts shall be embedded in concrete 3.5 feet below ground surface. The protective metal casing and guard posts shall be primed and painted yellow.

15. MONITORING WELL DEVELOPMENT. Equipment used in development shall be cleaned as specified in Paragraph SANITATION OF EQUIPMENT, before use in each monitoring well installation. Development shall be performed using mechanical surging and pumping. At no time shall air be introduced into the formation during the surging procedure. Surging shall be performed using a surge block of a diameter slightly less than the well bore that is mechanically agitated up and down over the entire screened interval of each well. After the well has been actively surged, the surge block shall be removed and a pump placed at the bottom of the well. Pumping shall commence until solids and turbid water have been removed and water begins to run clear. Alternating surging and pumping cycles should continue until development is complete. Well development shall continue until the discharge water is sufficiently clear in the opinion of the Government geologist, who may be monitoring for groundwater quality parameter stabilization. The total volume of water removed from each well shall be measured and recorded. Development water shall be temporarily contained beside each well by the Contractor and transported and discharged to an existing bioreactor cell on site.

16. CONTAINERIZATION OF INVESTIGATION DERIVED WASTE. Drill Cuttings are to be consolidated beside each well by placement onto two (2) layers of 6-mil visqueen and covered with same. Any spent PPE shall be bagged and properly disposed of off site as normal refuse.

17. SITE CLEAN UP. After completion of the work, tools, appliances, surplus materials, temporary drainage, rubbish, and debris incidental to work shall be removed. Excavation and vehicular ruts shall be backfilled and dressed to conform with the existing landscape. Utilities, structures, roads, fences, or any other pre-existing item which must be repaired or replaced due to the Contractor's negligence will be the responsibility of the Contractor and repair or replacement shall be accomplished prior to completion of this contract.

18. WELL ACCEPTANCE. It is the responsibility of the Contractor to properly construct, install, and develop all monitoring wells according to the requirements of this specification so that they are suitable for the intended purpose. If the Contractor installs wells that are not functional or not in accordance with these specifications, the Contracting Officer will disapprove the well and direct the Contractor to repair or replace it, and to abandon the disapproved well in accordance with this specification at no additional cost to the Government.

19. SITE VISIT. There is no scheduled site visit. If the Contractor would like to schedule a site visit, the Government's Point of Contact for the site is Harry Ehlers, PE, at telephone no. (206) 764-6712.

20 MEASUREMENT AND PAYMENT

20.1. GENERAL: The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, and incidentals, and performing all operations necessary to construct and complete the items in accordance with the specifications. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be specifically mentioned herein. Materials and work paid for under one item will not be paid for under any other item. When submitting invoices for payment, all fractional quantities shall be rounded to the nearest whole unit. The Contractor shall not be compensated for loss of time or equipment due to breakdown of equipment, lack of proper equipment as determined by the Contracting Officer, labor shortages or disputes, delay in obtaining materials, or for any other reason not directly the fault of the Government. Items for which no separate payment is provided shall be considered as incidental to the performance of the work with which it is mentioned.

20.2. MEASUREMENT: Measurement of the units of work shall be made as hereinafter specified. Mobilization and demobilization shall be measured as a job lump sum. Above ground monitoring well protection features, furnished and installed will be measured per each (EA) well installed. Measurement by linear feet will be measured for payment to the nearest linear foot. Measurement of air rotary drilling shall be vertical measurement in linear feet (LF) from original ground surface. Measurement of well depth shall be vertical measurement in linear feet from original ground surface. Measurement by the hour (HR) will be to the nearest half hour. Monitoring well development shall be measured by the hour. Upgrade personal protection to level C work will be measured by the number of hours that a crew is specifically directed by the ACOR to operate under level C requirements. Measurement will be to the nearest half hour and applies to drill crew working under level C. Standby time will be measured by the number of hours that crew and/or equipment are specifically directed by the Contracting Officer's Authorized Representative to standby until notified to resume work, and shall be measured to the nearest half hour.

20.3. PAYMENT:

20.3.1 Item No. 0001AA, Mobilization and Demobilization. Payment will be made at contract lump sum price for Item No. 0001AA, Mobilization and Demobilization, payment of which shall constitute full compensation for transportation of all plant, material, equipment, and supplies to and from the site of work. Sixty percent of Item: Mobilization and Demobilization will be paid following completion of mobilization to the work area, including furnishing complete assembly in working order of all equipment necessary to perform the required drilling, equipment sanitizing, and monitoring well construction. The remaining 40 percent of Item: Mobilization and Demobilization will be paid when all equipment has been removed from the area, cleanup accomplished to the satisfaction of the

Contracting Officer, and demobilization is complete. The preparation, submittal, and necessary revisions for the required Activity Hazard Analysis will be incidental to this item of work.

20.3.2 Item No. 0001AB, Drilling by Air Rotary Method. Payment will be made at the contract unit price for Item Drilling by Air Rotary Method, payment of which shall be full compensation for all labor, equipment, and incidentals necessary to drill monitoring well borings as specified. Payment will include full compensation for equipment, materials and labor for drilling as well as furnishing and installing temporary casing. No payment will be allowed for monitoring wells abandoned due to construction practices not in accordance with this specification, or for the convenience of the Contractor. Interim mobilization on each boring and sanitation of equipment will be incidental to this item of work.

20.3.3 Item No. 0001AC Monitoring Well Installation. Payment will be made at the contract unit price for Monitoring Well Installation, payment of which shall constitute full compensation for furnishing all plant, labor, PVC materials, catalog data, equipment, supplies, decontamination, and performing all work necessary to install screen and blank 2-inch-nominal diameter PVC pipe. The furnishing of filter pack, bentonite, and end caps in the aquifer and the installation of said materials while simultaneously removing the temporary steel casing from the drilled borings will be incidental to the this item of work. The placing of filter pack sand and bentonite backfill material within the annular space of the borehole is incidental to this item of work.

20.3.4 Item No. 0001AD, Monitoring Well Development. Payment will be made at the contract unit price for Monitoring Well Development, payment of which shall constitute full compensation for furnishing all plant, labor, materials, and equipment and supplies for developing the well in accordance with the specifications. Payment will include compensation for pumping and surging. Payment will be made only for the actual number of hours spent actively developing the wells.

20.3.5 Item No. 0001AE, Above Ground Monitoring Well Protection Features, Furnished and Installed. Payment will be made at the contract unit price for Above Ground Monitoring Well Protection Features, Furnished and Installed, payment of which shall constitute full compensation for furnishing all plant, labor, materials, equipment, supplies and catalog data and providing all work to install monitoring well protection features as specified. Payment shall constitute full compensation for furnishing and installing concrete pad, four concrete-filled guard posts, metal protection casing, watertight lockable security plug for the PVC well riser, keyed-alike padlocks, commercially manufactured locking cover, paint, and the furnishing and installation of the well identification tag.

20.3.6 Item No. 0001AF Standby Time. Payment will be made at the contract unit price for Standby Time, payment of which shall constitute full compensation for the standing by of equipment and crew only when the Contracting Officer's Authorized Representative requests that the Contractor stop doing work on the well due to the Government's need to make decisions. No more than eight (8) hours of standby time will be paid during a calendar day (0001-2400 hours local time). Standby time will not be allowed during periods when the equipment would have otherwise been in idle status.

20.3.7 Item No. 0001AG Upgrade to Personal Protection Level C. Payment will be made at the contract unit price for Item Upgrade to Personal Protection Level C, payment of which shall constitute full compensation for furnishing all plant, labor, materials, equipment and supplies to comply with level C requirements. Payment for Item Upgrade to Personal Protection Level C will be in addition to other work.

20.3.8 Site Cleanup. No separate payment will be made for cleanup of the site. Cleanup will mean restoring the site to its pre-construction condition, in accordance with Paragraph SITE CLEANUP. Cleanup will be considered part of and incidental to the drilling and construction of the monitoring well.

ATTACHMENTS: See drawings following Wage Determination.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082433 252050HC92099991 NA 96453
COST 000000000000
CODE:
AMOUNT: \$36,035.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

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

<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

01460 - Switchboard Operator-Receptionist	9.75
01510 - Test Examiner	11.69
01520 - Test Proctor	11.69
01531 - Travel Clerk I	9.79
01532 - Travel Clerk II	10.27
01533 - Travel Clerk III	11.14
01611 - Word Processor I	11.67
01612 - Word Processor II	12.04
01613 - Word Processor III	12.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.70
03041 - Computer Operator I	10.19
03042 - Computer Operator II	13.12
03043 - Computer Operator III	15.33
03044 - Computer Operator IV	17.87
03045 - Computer Operator V	18.89
03071 - Computer Programmer I (1)	16.02
03072 - Computer Programmer II (1)	20.80
03073 - Computer Programmer III (1)	24.13
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.13
03102 - Computer Systems Analyst II (1)	25.82
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.72
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.06
05070 - Electrician, Automotive	13.39
05100 - Mobile Equipment Servicer	10.67
05130 - Motor Equipment Metal Mechanic	14.69
05160 - Motor Equipment Metal Worker	13.06
05190 - Motor Vehicle Mechanic	14.69
05220 - Motor Vehicle Mechanic Helper	10.67
05250 - Motor Vehicle Upholstery Worker	12.34
05280 - Motor Vehicle Wrecker	13.06
05310 - Painter, Automotive	13.95
05340 - Radiator Repair Specialist	14.17
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	14.69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.95
07010 - Baker	10.33
07041 - Cook I	7.80
07042 - Cook II	9.05
07070 - Dishwasher	7.20
07130 - Meat Cutter	12.63
07250 - Waiter/Waitress	7.64
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	12.32
09040 - Furniture Handler	10.87
09070 - Furniture Refinisher	12.32
09100 - Furniture Refinisher Helper	10.87
09110 - Furniture Repairer, Minor	10.90
09130 - Upholsterer	12.32
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	7.89
11060 - Elevator Operator	8.46
11090 - Gardener	11.27
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.81
11210 - Laborer, Grounds Maintenance	9.54
11240 - Maid or Houseman	7.46
11270 - Pest Controller	12.50
11300 - Refuse Collector	12.20
11330 - Tractor Operator	12.53
11360 - Window Cleaner	9.29
12000 - Health Occupations	
12020 - Dental Assistant	12.92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.94
12071 - Licensed Practical Nurse I	11.40
12072 - Licensed Practical Nurse II	12.77
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	15.05
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.73
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.71
12224 - Nursing Assistant IV	12.01
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.94
12311 - Registered Nurse I	19.43
12312 - Registered Nurse II	22.14
12313 - Registered Nurse II, Specialist	22.14
12314 - Registered Nurse III	26.37
12315 - Registered Nurse III, Anesthetist	47.38
12316 - Registered Nurse IV	29.53
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.79
13011 - Exhibits Specialist I	12.41
13012 - Exhibits Specialist II	15.85
13013 - Exhibits Specialist III	18.81
13041 - Illustrator I	12.41
13042 - Illustrator II	15.38
13043 - Illustrator III	18.81
13047 - Librarian	17.05
13050 - Library Technician	10.47
13071 - Photographer I	11.51
13072 - Photographer II	14.71
13073 - Photographer III	16.49
13074 - Photographer IV	20.27
13075 - Photographer V	24.92
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.12
15030 - Counter Attendant	7.12
15040 - Dry Cleaner	8.36
15070 - Finisher, Flatwork, Machine	7.12
15090 - Presser, Hand	7.12
15100 - Presser, Machine, Drycleaning	7.12

15130 - Presser, Machine, Shirts	7.12
15160 - Presser, Machine, Wearing Apparel, Laundry	7.12
15190 - Sewing Machine Operator	8.90
15220 - Tailor	9.48
15250 - Washer, Machine	7.46
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.32
19040 - Tool and Die Maker	18.45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.10
21020 - Material Coordinator	16.64
21030 - Material Expediter	16.64
21040 - Material Handling Laborer	10.54
21050 - Order Filler	10.95
21071 - Forklift Operator	11.89
21080 - Production Line Worker (Food Processing)	11.89
21100 - Shipping/Receiving Clerk	10.86
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.04
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	11.89
21400 - Warehouse Specialist	11.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.70
23040 - Aircraft Mechanic Helper	12.63
23050 - Aircraft Quality Control Inspector	20.14
23060 - Aircraft Servicer	15.40
23070 - Aircraft Worker	16.30
23100 - Appliance Mechanic	13.55
23120 - Bicycle Repairer	9.30
23125 - Cable Splicer	19.84
23130 - Carpenter, Maintenance	13.76
23140 - Carpet Layer	14.70
23160 - Electrician, Maintenance	18.82
23181 - Electronics Technician, Maintenance I	16.76
23182 - Electronics Technician, Maintenance II	22.00
23183 - Electronics Technician, Maintenance III	26.06
23260 - Fabric Worker	14.67
23290 - Fire Alarm System Mechanic	15.70
23310 - Fire Extinguisher Repairer	13.58
23340 - Fuel Distribution System Mechanic	17.27
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.05
23430 - Heavy Equipment Mechanic	15.97
23440 - Heavy Equipment Operator	15.90
23460 - Instrument Mechanic	17.86
23470 - Laborer	10.54
23500 - Locksmith	15.90
23530 - Machinery Maintenance Mechanic	17.55
23550 - Machinist, Maintenance	14.92
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	18.99
23700 - Office Appliance Repairer	16.60
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.17

23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	17.55
23870 - Scale Mechanic	15.36
23890 - Sheet-Metal Worker, Maintenance	15.39
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	17.78
23931 - Telecommunication Mechanic II	20.32
23950 - Telephone Lineman	17.78
23960 - Welder, Combination, Maintenance	13.96
23965 - Well Driller	18.05
23970 - Woodcraft Worker	17.55
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.62
24580 - Child Care Center Clerk	11.91
24600 - Chore Aid	7.71
24630 - Homemaker	8.08
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.07
25040 - Sewage Plant Operator	14.90
25070 - Stationary Engineer	17.07
25190 - Ventilation Equipment Tender	12.63
25210 - Water Treatment Plant Operator	14.90
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	12.39
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.84
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.93
28020 - Hatch Tender	14.93
28030 - Line Handler	14.93
28040 - Stevedore I	13.53
28050 - Stevedore II	16.28
29000 - Technical Occupations	
21150 - Graphic Artist	15.76
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.07
29024 - Archeological Technician II	15.74
29025 - Archeological Technician III	19.51
29030 - Cartographic Technician	16.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.12
29040 - Civil Engineering Technician	16.74
29061 - Drafter I	14.94
29062 - Drafter II	16.26
29063 - Drafter III	20.76
29064 - Drafter IV	23.22
29081 - Engineering Technician I	13.25
29082 - Engineering Technician II	14.44

29083 - Engineering Technician III	18.43
29084 - Engineering Technician IV	20.66
29085 - Engineering Technician V	24.25
29086 - Engineering Technician VI	25.57
29090 - Environmental Technician	21.18
29100 - Flight Simulator/Instructor (Pilot)	23.00
29160 - Instructor	20.84
29210 - Laboratory Technician	15.80
29240 - Mathematical Technician	22.25
29361 - Paralegal/Legal Assistant I	13.30
29362 - Paralegal/Legal Assistant II	15.58
29363 - Paralegal/Legal Assistant III	18.09
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	23.22
29480 - Technical Writer	21.81
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	19.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
29622 - Weather Observer, Upper Air (3)	16.21
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.22
31260 - Parking and Lot Attendant	7.62
31290 - Shuttle Bus Driver	10.96
31300 - Taxi Driver	8.54
31361 - Truckdriver, Light Truck	11.47
31362 - Truckdriver, Medium Truck	12.56
31363 - Truckdriver, Heavy Truck	14.84
31364 - Truckdriver, Tractor-Trailer	14.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.63
99030 - Cashier	7.81
99041 - Carnival Equipment Operator	8.84
99042 - Carnival Equipment Repairer	10.68
99043 - Carnival Worker	7.49
99050 - Desk Clerk	7.62
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	22.81
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	11.95
99510 - Recycling Worker	12.37
99610 - Sales Clerk	10.03
99620 - School Crossing Guard (Crosswalk Attendant)	9.96
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	16.62
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.26
99690 - Swimming Pool Operator	11.70
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	13.46
99740 - Vending Machine Repairer Helper	10.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 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.

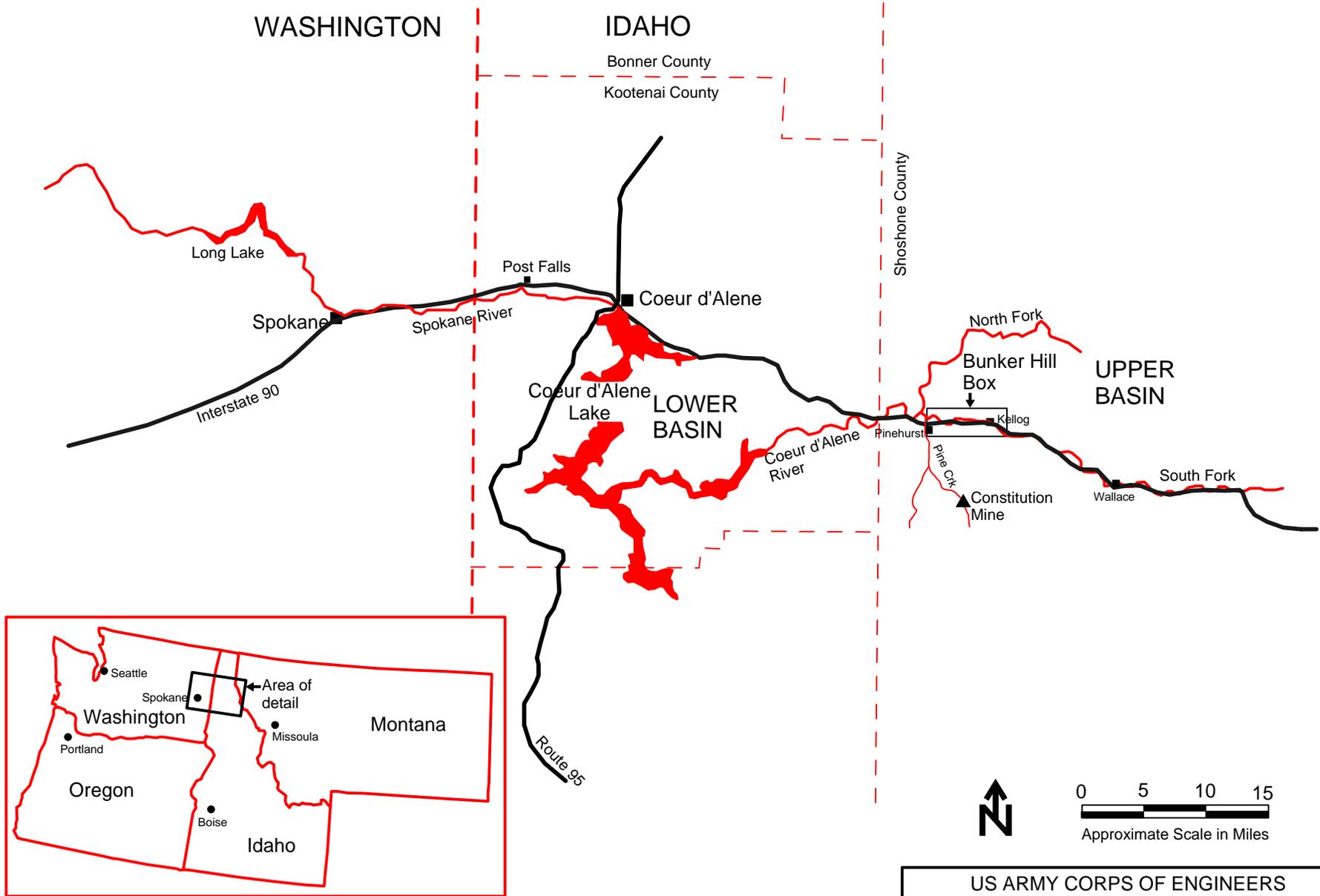
5) The contracting officer transmits the Wage and Hour decision to the contractor.

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.



Drawing based on Figure 1.0-1 from Coeur d'Alene Basin RI/FS ROD.

US ARMY CORPS OF ENGINEERS SEATTLE DISTRICT		
Constitution Mine Remedial Action Work Plan		
Regional Location Map		
07/16/04		
Pinehurst	Figure 2-1	Idaho

DESIGN FILE: I:\Mtr\Nehlers_constitution_mine\WELLS100\updated_upper.DWG



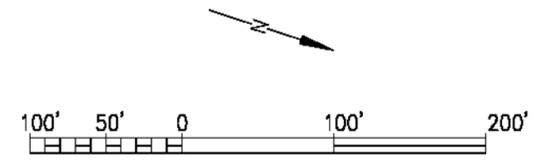
LEGEND

— — — BOUNDARY LINE BETWEEN BLM AND PRIVATE LANDS

○ (X) CON-MW-1/
MW-2 PRE-EXISTING MONITORING WELLS

● PROPOSED NEW WELLS

NOTE: Graphic presentation is not to scale.
Use bar scale for dimensions.



U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS SEATTLE, WASHINGTON				
FIGURE 8-1 UPPER CONSTITUTION MINE WELL LOCATIONS				
CONSTITUTION MINE				IDAHO
SHEET NO.	WATERWAY NO.	FILE NO.	DATE	PLATE
DGN: EHLERS/ SCHIEFELBEN		DWC: EHLERS	30 JUL 04	GT-3

This project was designed by the Seattle District, U.S. Army Corps of Engineers. The words or signatures and professional designations of individuals appear within the specifications or on these project documents with the scope of their employment as required by EC 202-1-6.02, Professional Registration.



Legend

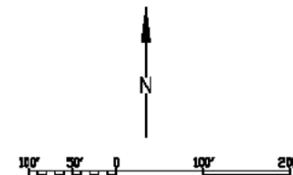
● Proposed New Well

U.S. ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
SEATTLE, WASHINGTON

FIGURE 8-2
LOWER CONSTITUTION MINE
WELL LOCATIONS

CONSTITUTION MINE			DATE		DATE	PLANK
SIZE	INSTRUMENT NO.	FILE NO.	30 JUL 04		GT-4	
DRN.	EHlers/SCHepfELREN	CHK.	EHlers	SHEET		

DAHO



NOTE: Graphic presentation is not to scale.
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The project was designed by the Seattle District US Army Corps of Engineers. The project is subject to the specifications and registration instructions of individual states. The specifications for the design project documents apply the scale of the equipment as required by US Army Corps of Engineers.