



RFQ No. W912DW-04-Q-0030

**US Army Corps
of Engineers®**
Seattle District

**Project: Geo-Technical Drilling Exploration for Fish Passage
Facility Guide Wall Alignment**

**LOCATION: Howard Hanson Dam
Ravensdale, Washington**

SERVICE SOLICITATION AND SPECIFICATIONS

Closing Date: 20 JANUARY 2004

Closing Time: 9:00 AM LOCAL TIME PST

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Patricia Ortiz, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Patricia Ortiz, P.O. Box 3755, Seattle, WA 98124-3755.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-3329-6104		PAGE 1 OF 26		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0030		6. SOLICITATION ISSUE DATE 13-Jan-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA A ORTIZ			b. TELEPHONE NUMBER (No Collect Calls) 206-764-3516	8. OFFER DUE DATE/LOCAL TIME 09:00 AM 20 Jan 2004		
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 1799 SIZE STANDARD:12.0			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:		CODE G370F00	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL:			EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER	34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

NOTES

1. Marking of Quotes:

Quotes shall be plainly marked as follows:

QUOTE FOR: GEOTECHNICAL DRILLING EXPLORATION
FOR FISH PASSAGE FACILITY GUIDE WALL ALIGNMENT
HOWARD HANSON DAM
KING COUNTY, WA

Request for Quote No. W912DW-04-Q-0030

CLOSING DATE AND TIME: 20 January 2004, 09:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

2. **PROSPECTIVE OFFERORS**: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

To register, access the web site at www.ccr.gov. You may call 1-888-227-2423 for customer service.

3. Responses may be faxed or emailed until the date and time set for closing. Attention Faxes to Patricia A. Ortiz, (206) 764-3516. Email: patricia.a.ortiz@usace.army.mil.

4. **This Request for Quotations (RFQ) is considered for Small Business Set-Aside Only**

5. Award shall be made to the Responsive and Responsible Offeror with the Lowest Total Offer.

6. **ELECTRONIC FUNDS TRANSFER (EFT)**: Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

Please provide the following **required** information:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

CCR Cage Code Number _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time..

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	_____	_____

GEOTECHNICAL DRILLING EXPLORATION FOR

Provide all equipment and supplies needed to perform the geotechnical drilling exploration for Fish Passage Facility Guide Wall Alignment, Howard Hanson Dam, King County, Washington in accordance with the Scope of Work, dated 1 December 2003, attached drawing and the Service Wage Determination No.: 1994-2563, Revision 24, dated 09/30/2003.

Provide cost break down for the below items:

SCHEDULE OF SUPPLIES/SERVICE	QTY	U/I	UNIT PRICE	AMOUNT
0001AA Mobilization and Demobilization of all equipment and supplies to and from the work site.	1	JB	_____	_____
0001AB Drilling	250	LF	_____	_____
0001AC SPT Drive Sample	100	EA	_____	_____
0001AD HQ3 Rock Coring	100	LF	_____	_____
0001AE Standby Time	10	HR	_____	_____

NOTE: Bidders shall offer a price for all quantities of all line items. Failure to include pricing for all quantities of all line items will result in rejection of the bid as non-responsive.

Work will need to start on or before 26 January 2004.

PURCHASE REQUEST NUMBER: W68MD9-3329-6104

NET AMT _____

SOW

**SCOPE OF WORK
GEOTECHNICAL DRILLING EXPLORATION
FOR FISH PASSAGE FACILITY GUIDE WALL ALIGNMENT
HOWARD HANSON DAM
KING COUNTY, WASHINGTON
1 December 2003**

1. SCOPE AND PROPOSED BORING LOCATIONS. This Scope of Work (SOW) covers the drilling of soil borings, obtaining blow counts by driving split spoon samplers, and obtaining bedrock cores at the Corps' Howard Hanson Dam Project, located in King County, Washington (Figure 1). The primary purpose of the work is to evaluate subsurface conditions along the proposed alignment of a guide wall for the proposed Fish Passage Facility. The work includes drilling six borings to bedrock, estimated to be approximately 60 feet in depth, along the proposed alignment (Figure 2). The overburden materials that will be encountered are anticipated to be sand, gravel, silt, clay, boulders, broken rock, and fill. After bedrock is encountered, each boring will be cored for an additional 15 feet. Bedrock at the site is moderately hard andesite and soft andesitic pyroclastics. Work will not be at a contaminated or suspected contaminated site. Drilling shall be by methods selected by the Contractor and approved by the Corps that are sufficient to accomplish the goals of this investigation and meet the requirements specified in this document. Corps of Engineers personnel will observe, sample, and log the subsurface soils and rock core during the Contractor's operation. The work consists of furnishing all equipment, plant, labor, materials, supplies, and accessories required to accomplish the investigations and other operations incidental to the work in accordance with these specifications and applicable schedules. Mobilization for field activities shall be accomplished within 15 days following the notice to proceed. The work will begin as soon as possible. All work shall be completed by twenty days after the notice to proceed.

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 SOCIETY FOR TESTING AND MATERIALS (ASTM)

C 150 (2002) Portland Cement.

D 1586-84, Rev-92 Penetration Test and Split-Barrel Sampling of Soils

D 2113 (1999) Rock Core Drilling and Sampling of Rock for Site Investigation.

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

EM 1110-1-1906 (1996) Soil Sampling

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 1110-1-1804 (2001) Geotechnical Investigations

2.3 STATE OF WASHINGTON, WASHINGTON ADMINISTRATIVE CODE (WAC)

WAC 173-160 (Rev 23 April 1998) Minimum Standards for
Construction and Maintenance of Wells

3. ACCESS. The work to be performed is at Howard Hanson Dam (HHD) located on the Green River in western Washington (Figure 1). The dam is located within the Tacoma Green River watershed. The area has controlled access. Logging trucks frequently travel the narrow unpaved roads within the watershed. Citizen Band (CB) radio communication (set to Channel 10) is required when traveling between the control station and Howard Hanson Dam (a distance of approximately 4 miles). On initial entry, the Contractor shall stop at the Tacoma Control Station. The telephone number of the control station is (360) 886-1601. The telephone number of the Howard Hanson Dam Project Office is (360) 886-2911. The specified work is to be performed upstream of the dam adjacent to the reservoir. A gravel road provides access close to the drilling locations; however, several of the northernmost locations are on a moderately steep slope. The Contractor should anticipate the need for a track mounted drill rig to facilitate access and setup. The Contractor should also anticipate the need for mud mats, or plywood sheeting to facilitate rig setup and drilling operations.

4. LOCATION OF BOREHOLES. Boring sites will be initially located in the field by the Corps, Seattle District. Boring locations will be marked and flagged with a survey lath with boring number clearly marked (for example, "03-DD-239"). Figure 2 shows approximate boring locations, and Table 1 lists the boring locations and depths. Actual boring locations will be as located in the field.

Table 1. Location, and depths for each proposed boring.

Boring ID	Location		Est. Depth to Bedrock (ft)	Estimated Boring Depth (ft)
	Northing	Easting		
03-DD-239	102365	1763536	10	25
03-DD-240	102352	1763545	30	45
03-DD-241	102323	1763563	40	55
03-DD-242	102305	1763575	50	65
03-DD-243	102291	1763584	60	75
03-DD-244	102265	1763601	60	75

5. DRILLING PERMITS AND PERFORMANCE REQUIREMENTS. The Contractor shall be responsible obtaining, permits, licenses, filing geotechnical boring reports, and other requirements necessary for execution of the work and paying all costs thereof. Copies of such documents shall be furnished to the Contracting Officer's Representative (COR) prior to commencing the drilling activity. All work shall conform to State of Washington requirements of WAC Chapter 173-160. Drilling site access, coordination, and subsurface utility clearances are the responsibility of the Corps of Engineers. Any items damaged by the Contractor shall be repaired by the Contractor at his expense. Specific locations will be sited in the field by the Corps of Engineers. The order and depth of drilling of all holes will be determined in the field by the COR.

6. WORK REQUIREMENTS. The drill rig shall be manned with an experienced and qualified crew to ensure efficient and timely execution of the work. The minimum acceptable crew for the drill shall be a qualified driller and a qualified helper experienced in geotechnical exploration and the type of sampling anticipated. The qualified driller shall possess all licenses required to drill subsurface borings in Washington State.

7. HEALTH AND SAFETY. It shall be the responsibility of the Contractor to ensure that all work carried out is performed in a manner that is safe and protective of human health and the environment in accordance with 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 Activity Hazard Analysis (AHA) developed by the Contractor for site activities. Section 01.A.10 and Figure 1 of EM385-1-1 provide guidance for preparation of the AHA. The Contractor shall not commence on-site work activities, with the exception of mobilization to the work site, until the COR has formally accepted the AHA. The Contractor shall be held responsible for ensuring that operations under its control do not jeopardize the health and safety of public or private sector workers, members of the public at large, or the environment. The required AHA is incidental to the work performed under this contract and, therefore no separate payment will be made for the preparation.

7.1 Reservoir Water Protection. The contractor shall provide a method to contain all oils, fuels and other equipment related liquids beneath his equipment. At a minimum, this protection shall consist of heavy-duty plastic sheeting bermed so that spilled fluids are completely contained upon the sheeting. The contractor shall also provide a method of containing/filtering drill return water so that fine suspended particles may settle before water reaches the reservoir. High turbidity water shall not be discharged to the reservoir.

7.2 Sanitary Provisions and electricity. The Contractor shall provide such sanitary accommodations for use of his employees as may be necessary and shall maintain same in a neat and sanitary condition. Such accommodations shall comply with requirements and regulations of EM 385-1-1, and state health department, local ordinances, and other authorities having jurisdiction. All electrical current required by the Contractor will be furnished by the Contractor.

8. RECORDS. The Contractor's drill operator shall maintain an accurate and precise chronological daily driller's log of events that shall be submitted to the COR at the conclusion of each boring or as otherwise directed. The following items shall be included in this daily log:

- (a) Hole number or designation;
- (b) Make and manufacturer's model designation of drilling equipment;
- (c) Beginning of work (time, date, and location);
- (d) Dates and times of all operations;
- (e) Depths of which samples were taken or attempted and type of sampler employed including weight of hammer, number of blows for each 6 inches of sampler penetration, drop height, and, amount of sample recovered;
- (f) Delays in work (times and circumstances);
- (g) Start and stop times of hourly payment items;
- (h) Equipment failures; and
- (i) Movement to new boring locations.

The presence of a Government Inspector or the keeping of separate drilling records by COR personnel shall not relieve the Contractor of the responsibility for maintaining the records specified.

9. DRILLING AND SAMPLING. Drilling shall be by methods selected by the Contractor and approved by the Corps that are sufficient to accomplish the goals of this investigation and perform satisfactory standard penetration test (SPT) split spoon sampling of overburden and coring of bedrock. Possible drilling methods include tricone bit, air rotary, rotonic, or others. Due to the nature of anticipated materials, the Government does not anticipate that hollow flight rotary augers would be a suitable drilling method. The Contractor shall supply all water for drilling. Water may be pumped from the reservoir. Distance from the boring locations to the reservoir is approximately 200 feet. The

reservoir level lowers in the fall and winter to meet storage demands for floods. The lowest reservoir level will be at elevation 1,070 feet. The water must be pumped up slope to the boring site elevation of 1,180 feet (maximum 110 foot rise). No refueling of pumps will be allowed adjacent to the reservoir. For refueling a water pump, Contractor shall move the pump to an area where runoff does not enter into the water supply. Refueling area shall be approved by the COR. Plastic sheeting shall be used beneath the pump in the refueling area and also while pumping water from the reservoir. Contractor may use a Contractor furnished water truck at his expense. Access to the reservoir can be attained at the boat launch east of the gate tower (approximately 1,200 feet from the work site).

9.1 SPT Drive Samples. For each boring, the drilling method shall permit SPT drive sampling at 2.5-foot intervals within the boring in overburden materials. The sampling shall be accomplished according to ASTM D 1586-84, Rev-92. Contractor's Standard Penetration Test (SPT) sampling tools shall at all times include two each standard 2-inch O.D. (1-3/8-inch I.D.) split barrel drive samplers and all supplies and accessories to accomplish the drive sampling as directed. Prior to sampling, the boring shall be cleaned to the bottom of the casing. The split barrel samplers shall always be used with appropriate sample retaining springs. The drive shoe for the split barrel sampler shall be of hardened steel and shall be replaced or repaired when it becomes dented or distorted. The sampler barrel shall be driven with the force of the drive hammer with a free fall of 30 inches with a 140-pound drive hammer. Blow counts shall be recorded by the Contractor for each of the three 6-inch intervals per driven sample, and the recovered sample shall be made available to the Government inspector for examination. Each soil sample shall be placed in a glass container and labeled with the boring number and depth at which the sample was taken. The Contractor shall furnish the glass containers with partitioned cardboard boxes used to collect samples. The ARCO shall have the authority to reject unsatisfactory samples. If the samples are rejected due to not conforming to the above requirements, the condition shall be resolved to the satisfaction of the ARCO at no additional cost to the Government.

9.2 Rock Coring. Drilling of HQ-3 wireline-size cores shall be by any approved, standard, and accepted method of rotary rock core drilling using appropriate bits for cutting both hard and soft rock, by means of which continuous and complete rock cores may be obtained for any subsurface interval of rock specified for recovery. The capacity of core barrels shall not exceed 5.2 lineal feet of core. It is anticipated that 15 feet of bedrock will be cored at each boring. The contractor shall furnish equipment and materials to achieve a maximum drilling depth of 100 feet. The drilling method shall provide good recovery of cores from both hard and soft rocks. Prior to beginning rock coring, the depth to the top of the competent rock surface shall be recorded. The coring shall be accomplished according to ASTM D 2113. In coring, the Contractor shall operate his drills at such speeds and with such drill pressures and water pressures as will ensure maximum core recovery. The Contractor shall exercise particular care in recording water losses, cavities, and soft drilling zones, rod jerks, and other unusual coring experiences which, supplementing the core record, will aid in the determination of the nature and extent of any fracturing or other such weakness which may occur. Where soft or broken rock is encountered, the Contractor shall reduce the length of runs to 2 feet or less in order to reduce core loss and minimize core disturbance. Grinding of core because of excess drill pressures or blocked barrel or bits will not be allowed and at first sign of blockage the core barrel shall be pulled. In the recovery of cores, the core barrel shall not be blocked, pulled at excessive speeds, hammered nor jarred. The core shall be freed from the core lifter and extruded from the barrel into a core trough in a manner that will prevent breakage and reversal of individual pieces. The trough shall be at least 25 percent longer than the core barrel. The Contractor shall exercise special care to preserve the rock cores in their natural state. The core shall be carefully fitted together in the core trough for measurement before being placed in the core boxes. Longitudinally partitioned wooden core boxes shall be used for all rock cores. Core boxes will be provided by the Government at no cost to the Contractor.

10. INVESTIGATION DERIVED WASTES. All drill cuttings and drilling return water shall be containerized by the Contractor and shall be disposed of at a location designated by Project personnel. It is anticipated that the disposal location will be no more than one mile from the work area.

11. ABANDONMENT OF BORINGS. Backfill of borings shall be in accordance with WAC 173-160. The borings will be abandoned by simultaneously withdrawing the casing and filling the hole with bentonite cement grout. Water, if needed, is available from the reservoir, located within 200 feet of the drilling locations.

12. SITE RESTORATION. After completion of the work, tools, appliances, surplus materials, temporary drainage, rubbish, and debris incidental to work shall be removed and disposed of by the Contractor. 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.

13. SITE VISIT. There is no scheduled site visit. A site visit is not required. If the Contractor would like to schedule a site visit, the Government's Point of Contact for the project is Michael Padilla at telephone (206) 764-6734.

END OF SECTION

MEASUREMENT AND PAYMENT

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 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. When submitting invoice 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's Representative, 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.

2. MEASUREMENT: Measurement of the units of work shall be made as hereinafter specified. Measurement by linear feet will be measured for payment to the nearest linear foot. Measurement of boring depth shall be vertical measurement in linear feet (LF) to the nearest foot below ground surface. Each (EA) sample will be defined as tool changing time, placing sampler in boring, pushing, rotating or driving sampler as directed, and removing sample from boring, and furnishing sample container. Measurement by the hour (HR) for standby time will be to the nearest quarter hour.

3. PAYMENT:

3.1 Item No. 0001AA, Mobilization and Demobilization of all equipment and supplies to and from the work site. 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 work site. No Standby Time will be paid while waiting to perform initial mobilization to the Howard Hanson Dam area. Interim mobilization on each boring, and the furnishing, installing, removing of ground protection materials and disposal of ground protection materials will be incidental to this item of work. The preparation, submittal, and revisions for the required AHA will be incidental to this item of work.

3.2 Item No. 0001AB, Drilling. Payment will be made at the contract unit price for Item No. 0001AB, Drilling, payment of which shall be full compensation for all labor, equipment, and incidentals (including any cement and bentonite granules or chips) necessary to drill borings as specified and to decommission (abandon) completed borings, dispose of drill cuttings, and perform site restoration as specified.

3.3 Item No. 0001AC, SPT Drive Sample. Payment will be made at the contract unit price for Item No. 0001AC SPT Drive Sample, payment of which shall be full compensation for all labor, equipment, and incidentals necessary to sample each soil boring as specified or as directed. Payment will be made in cases of no recovery providing sampling procedures have been in accordance with the specifications and sampling equipment retainer springs are in working order.

3.4 Item No. 0001AD, HQ3 Rock Coring. Payment will be made at the contract unit price for Item No. 0001AD, HQ3 Rock Coring and which shall constitute full compensation for equipment, materials and labor for drilling. No payment will be allowed for boreholes abandoned due to construction practices not in accordance with this specification, or for the convenience of the Contractor.

3.5 Item No. 0001AE, Standby Time. Payment will be made at the applicable contract unit price for Item No. 0001AE, Standby Time, payment of which shall constitute full compensation for the standing by of equipment and crew only when the Contracting Officer's Representative requests that the Contractor stop during work due to the Government's needs.

SERVICE WAGE RATES

BRS Document Viewer

WAGE DETERMINATION NO: 94-2563 REV (24) AREA: WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (24) AREA: WA, SEATTLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

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

WASHINGTON D.C. 20210

William W. Gross | Division of | Wage Determination No.: 1994-2563

Director | Wage Determinations | Revision No.: 24

Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.84
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.44
01132 - Key Entry Operator II	13.96
01191 - Order Clerk I	11.41
01192 - Order Clerk II	14.69
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.89
01290 - Rental Clerk	12.12
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	12.96
01342 - Stenographer II	14.79
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	14.16

01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	11.53
01532 - Travel Clerk II	12.38
01533 - Travel Clerk III	13.22
01611 - Word Processor I	12.70
01612 - Word Processor II	14.79
01613 - Word Processor III	18.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.92
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.09
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	26.46
03074 - Computer Programmer IV (1)	27.54
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.70
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.30
05010 - Automotive Glass Installer	20.34
05040 - Automotive Worker	20.34
05070 - Electrician, Automotive	21.01
05100 - Mobile Equipment Servicer	18.98
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.29
05250 - Motor Vehicle Upholstery Worker	19.67
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.01
05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.38
07010 - Baker	12.65
07041 - Cook I	11.14
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	16.45
07250 - Waiter/Waitress	11.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09070 - Furniture Refinisher	21.06
09100 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.33
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.32

11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.32
11270 - Pest Controller	13.39
11300 - Refuse Collector	11.87
11330 - Tractor Operator	13.45
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.78
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.26
12071 - Licensed Practical Nurse I	14.36
12072 - Licensed Practical Nurse II	16.12
12073 - Licensed Practical Nurse III	18.02
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	14.44
12160 - Medical Record Clerk	12.97
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	8.29
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	14.06
12280 - Phlebotomist	11.98
12311 - Registered Nurse I	20.30
12312 - Registered Nurse II	24.76
12313 - Registered Nurse II, Specialist	24.76
12314 - Registered Nurse III	29.43
12315 - Registered Nurse III, Anesthetist	29.43
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.88
13011 - Exhibits Specialist I	19.53
13012 - Exhibits Specialist II	22.27
13013 - Exhibits Specialist III	27.40
13041 - Illustrator I	19.04
13042 - Illustrator II	21.71
13043 - Illustrator III	26.71
13047 - Librarian	24.67
13050 - Library Technician	15.42
13071 - Photographer I	16.01
13072 - Photographer II	20.51
13073 - Photographer III	22.58
13074 - Photographer IV	27.78
13075 - Photographer V	34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.46
15030 - Counter Attendant	8.46
15040 - Dry Cleaner	10.66
15070 - Finisher, Flatwork, Machine	8.46
15090 - Presser, Hand	8.46
15100 - Presser, Machine, Drycleaning	8.46
15130 - Presser, Machine, Shirts	8.46
15160 - Presser, Machine, Wearing Apparel, Laundry	8.46
15190 - Sewing Machine Operator	11.40
15220 - Tailor	12.13
15250 - Washer, Machine	9.20
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.09
19040 - Tool and Die Maker	23.67

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.70
21020 - Material Coordinator	18.01
21030 - Material Expediter	18.01
21040 - Material Handling Laborer	15.16
21050 - Order Filler	12.19
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	17.19
21100 - Shipping/Receiving Clerk	15.76
21130 - Shipping Packer	15.76
21140 - Store Worker I	12.36
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.57
21400 - Warehouse Specialist	18.06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.25
23050 - Aircraft Quality Control Inspector	27.53
23060 - Aircraft Servicer	19.54
23070 - Aircraft Worker	20.41
23100 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	26.37
23130 - Carpenter, Maintenance	22.47
23140 - Carpet Layer	24.29
23160 - Electrician, Maintenance	25.80
23181 - Electronics Technician, Maintenance I	22.01
23182 - Electronics Technician, Maintenance II	23.72
23183 - Electronics Technician, Maintenance III	27.85
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.89
23340 - Fuel Distribution System Mechanic	21.71
23370 - General Maintenance Worker	17.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.63
23430 - Heavy Equipment Mechanic	21.71
23440 - Heavy Equipment Operator	24.20
23460 - Instrument Mechanic	21.71
23470 - Laborer	12.08
23500 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	17.93
23640 - Millwright	24.46
23700 - Office Appliance Repairer	21.06
23740 - Painter, Aircraft	21.06
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	26.89
23800 - Plumber, Maintenance	25.02
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	20.41
23890 - Sheet-Metal Worker, Maintenance	21.88
23910 - Small Engine Mechanic	18.55
23930 - Telecommunication Mechanic I	21.71
23931 - Telecommunication Mechanic II	22.37
23950 - Telephone Lineman	21.71
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	21.71
23970 - Woodcraft Worker	21.71

23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.07
24580 - Child Care Center Clerk	11.34
24600 - Chore Aid	9.06
24630 - Homemaker	15.81
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.46
25040 - Sewage Plant Operator	24.00
25070 - Stationary Engineer	23.46
25190 - Ventilation Equipment Tender	18.25
25210 - Water Treatment Plant Operator	24.00
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	17.12
27006 - Corrections Officer	18.69
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.78
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.39
28020 - Hatch Tender	17.39
28030 - Line Handler	17.39
28040 - Stevedore I	16.81
28050 - Stevedore II	17.96
29000 - Technical Occupations	
21150 - Graphic Artist	23.71
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	15.83
29024 - Archeological Technician II	17.71
29025 - Archeological Technician III	21.93
29030 - Cartographic Technician	21.93
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	22.57
29061 - Drafter I	13.24
29062 - Drafter II	15.55
29063 - Drafter III	20.19
29064 - Drafter IV	21.93
29081 - Engineering Technician I	14.80
29082 - Engineering Technician II	16.61
29083 - Engineering Technician III	19.95
29084 - Engineering Technician IV	24.62
29085 - Engineering Technician V	29.65
29086 - Engineering Technician VI	35.87
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	29.06
29160 - Instructor	21.30
29210 - Laboratory Technician	17.51
29240 - Mathematical Technician	21.93
29361 - Paralegal/Legal Assistant I	15.74
29362 - Paralegal/Legal Assistant II	19.43
29363 - Paralegal/Legal Assistant III	21.44
29364 - Paralegal/Legal Assistant IV	28.72
29390 - Photooptics Technician	21.93
29480 - Technical Writer	24.77
29491 - Unexploded Ordnance (UXO) Technician I	19.25

29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
29622 - Weather Observer, Upper Air (3)	18.32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.95
31260 - Parking and Lot Attendant	9.90
31290 - Shuttle Bus Driver	11.29
31300 - Taxi Driver	9.22
31361 - Truckdriver, Light Truck	11.29
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.28
31364 - Truckdriver, Tractor-Trailer	18.28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.49
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.07
99043 - Carnival Worker	10.26
99050 - Desk Clerk	10.81
99095 - Embalmer	20.48
99300 - Lifeguard	10.12
99310 - Mortician	19.34
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.87
99500 - Recreation Specialist	14.96
99510 - Recycling Worker	13.52
99610 - Sales Clerk	12.70
99620 - School Crossing Guard (Crosswalk Attendant)	11.18
99630 - Sport Official	10.12
99658 - Survey Party Chief (Chief of Party)	21.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
99660 - Surveying Aide	12.26
99690 - Swimming Pool Operator	15.60
99720 - Vending Machine Attendant	14.87
99730 - Vending Machine Repairer	15.00
99740 - Vending Machine Repairer Helper	14.87

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.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	OCT 2003
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

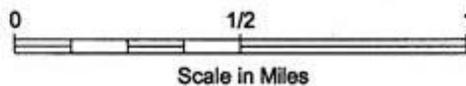
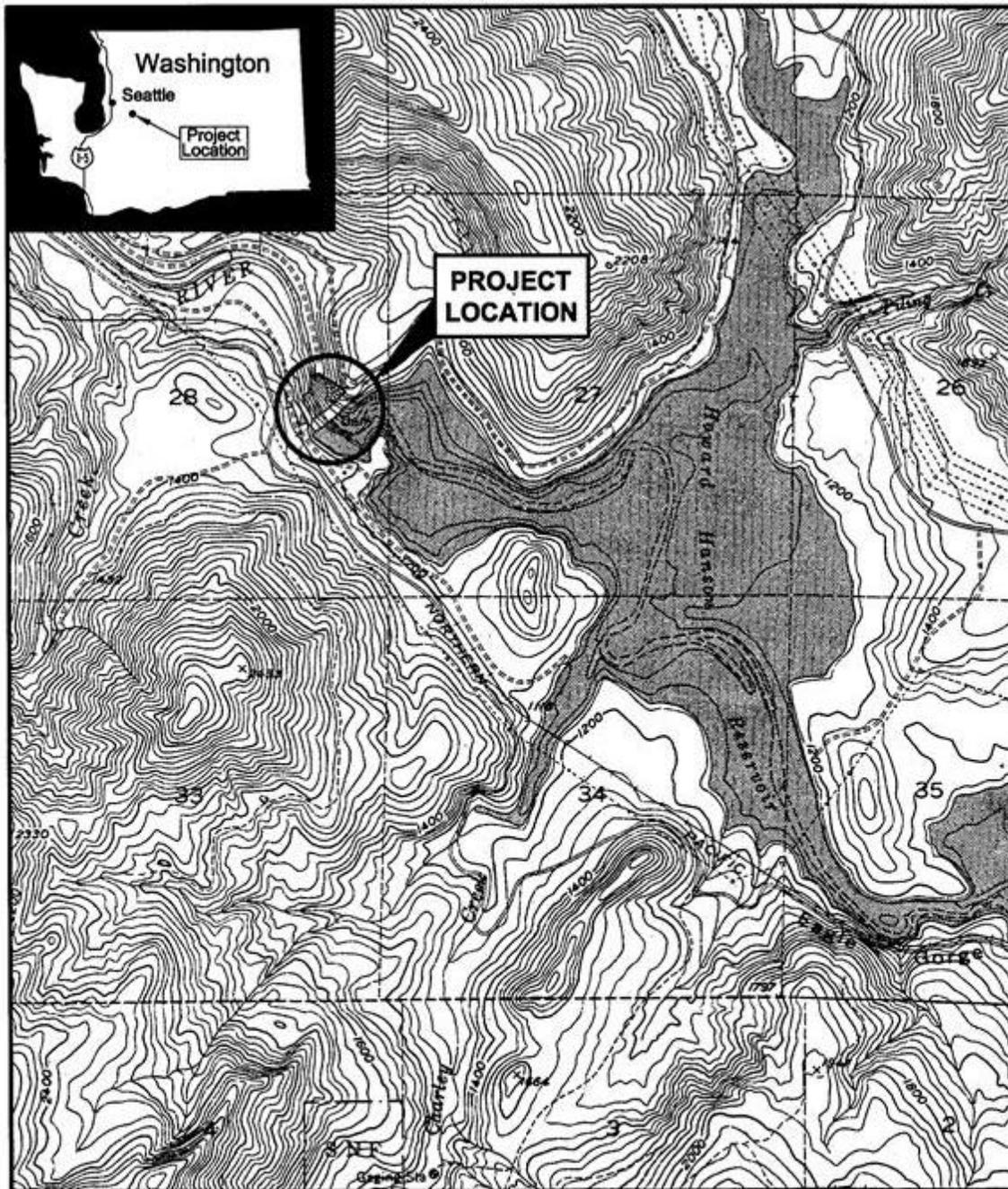
(End of provision)

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> or <http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)



Map adapted from 1:24,000 USGS topographic map of Eagle Gorge, WA Quadrangle, 1953.

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

FIGURE 1
LOCATION MAP

Howard Hanson Dam

EAGLE GORGE

WASHINGTON

DATE 8 JULY 2002

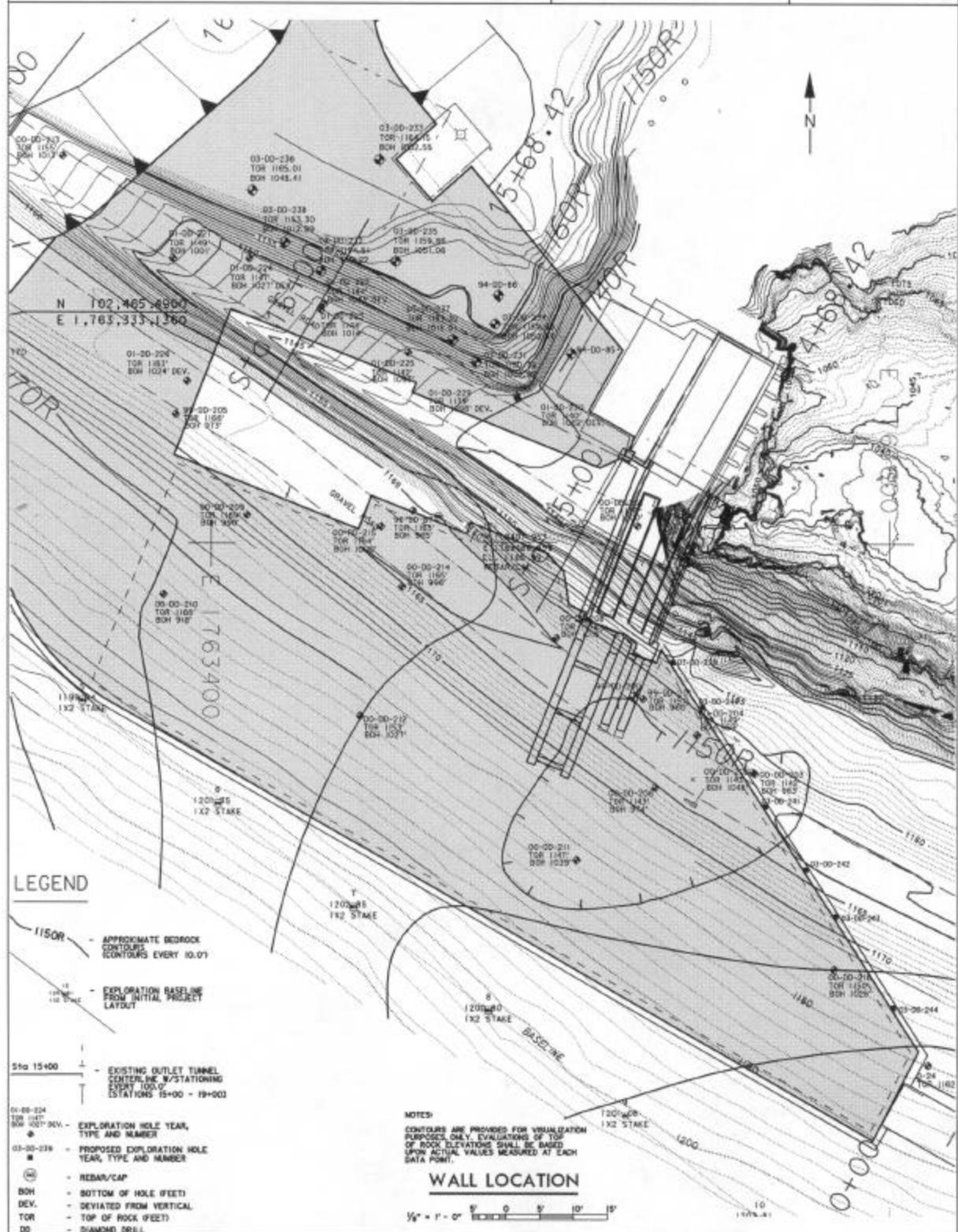
CHECKED BY

HESS

PROJECT: ADDITIONAL WATER STORAGE PROJECT
 HOWARD HANSON DAM, GREEN RIVER, WA
 SUBJECT: MISCELLANEOUS - GUIDE WALL PLAN

DRAWN BY:
 SCHIEFELBEIN
 CHECKED BY:
 DIMBIRS/SMITH

DATE:
 25 NOV 03
 SHT. 1 OF 1



DATE AND TIME PLOTTED: 25-NOV-2003 15:48

DESIGN FILE: I:\designs\hha\geotech\andrejs_8.5X11\hha\wsz0h_engpod2B.dgn