

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 31
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 23-Jun-2004	4. REQUISITION/PURCHASE REQ. NO. W22W9K-4141-1391		5. PROJECT NO.(If applicable)
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2230	CODE W912QR	7. ADMINISTERED BY (If other than item 6) MILITARY/RESERVE TEAM 600 DR. M. L. KING, JR. PL., RM 821 ATTN: JENNIFER J. ANDERSON LOUISVILLE KY 40202-2230		CODE DACA27
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912QR-04-R-0028
			X	9B. DATED (SEE ITEM 11) 02-Jun-2004
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>6</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation W912QR-04-R-0028 for the Dsgn/Bld Army Reserve Center OMS/Unheated Storage Facility project at Leavenworth, KS is hereby amended as follows: (see attached) a. The proposal due date remains 21 July 2004, 4:00 PM, Local Time. b. This amendment must be acknowledged with your proposal.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		23-Jun-2004

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0001

c. The following changes have been made by Amendment 0001:

Table of Contents (Revised)

Specification 00115 Proposal Submission Requirements (new)

Specification 01021 Design Submissions after Award (new)

Wage Decisions KS030006, dated 06/04/2004 and KS030008, dated 06/04/2004 are incorporated into the solicitation.

Drawing A1-1 (new)

Notes:

- 1. All drawings shall be designed in AutoCAD.**
- 2. The requirements stated in the "The Inadvertent Discovery of Archaeological Deposits" document are included in this contract.**
- 3. Cost Limitation: The target ceiling for contract award is \$6,823,000. This includes Base Bid Line Items 0001,0002,0004,and 0005 and any options (Line Items 0006,0007,0008,0009, and 0010) that can be included within this amount. Line Items 0003,0011, and 0012 are not included in the target ceiling - they are OMAR funded. The Government cannot guarantee that additional funds will be made available for award.**

SECTION 00010 - SOLICITATION CONTRACT FORM

The offeror acceptance period 60 has been added.

The required performance has changed from Design/Build 200 Member Army Reserve Center with Organizational Maintenance Shop and Unheated Storage Facility, Eavenworth County, Kansas. The estimated cost range for this project is \$5,000,000 to \$10,000,000. This project is a full and open procurement, subject to the Price Evaluation Preference for HUBZone Small Business Concerns (FAR 19.307). DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990) FAR 52.211-14: This is a rated order for national defense use and the contractor shall follow all the requirements of the Defense Priorities and Allocations System Regulations (15 CFR 700), PRIORITY RATING: CO-2NAICS 236220, Size Limitation \$28.5m. THIS CONTRACT IS BEING PURSUANT TO THE SMALL BUSINESS COMPETIVENESS DEMONSTRATION PROGRAM. to Design/Build 200 Member Army Reserve Center with Organizational Maintenance Shop and Unheated Storage

Facility, Leavenworth County, KansasThe estimated cost range for this project is \$5,000,000 to \$10,000,000. This project is a full and open procurement, subject to the Price Evaluation Preference for HUBZone Small Business Concerns (FAR 19.307). DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990) FAR 52.211-14: This is a rated order for national defense use and the contractor shall follow all the requirements of the Defense Priorities and Allocations System Regulations (15 CFR 700), PRIORITY RATING: CO-2NAICS 236220, Size Limitation \$28.5mTHIS CONTRACT IS BEING ISSUED PURSUANT TO THE SMALL BUSINESS COMPETIVENESS DEMONSTRATION PROGRAM..

The following have been modified:

QUESTIONS RE: SOLICITATION
QUESTIONS REGARDING THE SOLICITATION
QUESTIONS REGARDING THE SOLICITATION

Inquiries must be submitted in writing to Contracting Division, Attention: Jennifer Anderson,
by email to: Jennifer.j.Anderson@lrl02.usace.army.mil

PROJECT NUMBER AND NAME: W912QR-04-R-0028, D/B 200 Member Army Reserve Center with Organizational Maintenance Shop and Unheated Storage Facility, Leavenworth, Kansas

Date:

Organization:

Originator of Inquiry:

Telephone No:

Fax No.:

Email address:

Reference (Section #or Drawing #)

Question:

Answer:

FOR GOVERNMENT USE

Control # _____ *Answered by:* _____ *Phone:* _____

Has this inquiry resulted in: _____ *Clarification only, no need to change solicitation*
_____ *Need for amendment*

The following have been deleted:

LCL 0000-007 EXERCISE OF OPTIONS

MAY 2001

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

EXERCISE OF OPTIONS

Prices for the options shall be good for 180 days after award of the contract. The project duration shown in Section 00800, FAR 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK shall not be affected by the exercising of the options.

The following have been modified:

SECTION 00115

DESIGN/BUILD RFP FOR USARC/OMS/UHS

Table of Contents

Division Zero Specifications

	Solicitation, Offer and Award (SF 1442)
00100	Bidding Schedule/Instructions to Bidders
00110	Instructions to Offerors
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00150	The Design/Build Process
00600	Representations and Certifications
00700	Contract Clauses
00800	Special Clauses
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	Heavy and Highway Wage Rates
	Building Wage Rates
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Division One Specifications

01010	Summary of Work
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01452	Special Inspections for Seismic
01453L	Contractor Quality Control for Design/Build
01500	Temporary Construction Facilities
01525L	Safety and Occupational Health Requirements
01800	Equipment Operation, Maintenance and Repair Manuals

Division Two through Sixteen Technical Specifications

See separate Table of Contents with Technical Specifications

Reference Drawings

See list of Drawings in paragraph _____ of Specification Section 00800

SECTION 00115

PROPOSAL SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT Firms formally organized as design-build entities, design firms and construction contractors that have associated specifically for this project, or any other interested parties may submit proposals. For the purposes of this solicitation, no distinction is made between formally organized design-build entities and project-specific design-build associations. Both are referred to as the design-build offeror (or simply offeror) before award of a contract and as the design-build contractor (or simply contractor) after award.

2. GENERAL REQUIREMENTS

2.1 The intent of this solicitation is to select one contractor for the design and construction of the Army Reserve Center (ARC)/ Organizational Maintenance Shop (OMS)/ Unheated Storage (UNHTD STRG) Facility at Leavenworth, Kansas. Award of this Contract will be based on a Best Value determination.

2.2. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's experience, technical approach and management capabilities to successfully complete the project. Requirements stated in this RFP are minimums, unless otherwise stated. Innovative, creative or cost-saving proposals that meet or exceed these requirements are encouraged and will be rated accordingly.

2.3 Offerors shall submit their proposals to the US Army Corps of Engineers, 600 Dr. Martin Luther King, Jr. Place, Room 821, Louisville, KY 40202-2230 no later than the time and date specified on Specification Section 00010, Standard Form 1442, Block 13. Offerors who present disorganized proposals or proposals with information that does not follow in the order of the Solicitation Tab Format (Section 1 TAB A, TAB B, TAB C, TAB D; Section 2 TAB A, TAB B, TAB C, TAB D, TAB E; and Section 3 TAB A, TAB B, TAB C), assume the risk that the agency will not evaluate their proposal or will downgrade their proposal.

2.4 All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified in paragraph 3.

2.4.1 Submit the original and six copies of the material required. The price proposal shall be submitted in original format only (no copies), and be placed in a separate envelope. Also, in that same envelope place the Representations & Certifications, the Cost Breakout Sheet, Subcontracting Information, and Standard Form 1442.

2.4.2 Proposed betterments are to be indicated in a separate section of the proposal and tabbed "Betterments".

3. PROPOSAL SECTIONS.

3.1. The RFP Proposal shall include: Section 1: Experience of the Construction Firm, Design Firm, Subcontractors and Key Personnel; Section 2: Technical Approach; and Section 3: Past Performance of the Construction Firm, Design Firm, and Subcontractors. These evaluation factors are listed in descending order of importance.

3.1.1. Experience of the Prime Contractor, Design Contractor, and Subcontractor(s). Identify all projects that the team has accomplished together. (Section 1)

3.1.1.1. Construction Firm Experience (Section 1 TAB A):

Provide descriptions of new building projects, up to five examples, completed within the last five years, which are similar to this project in scope (office, administrative, or training facilities and/or maintenance shops) and dollar value. Provide one page per project and a color photo is preferred. In each description, detail the work which was self-performed. Offeror should use the attached forms after this specification section, or provide identical information.

3.1.1.2. Design Firm Experience (Section 1 TAB B):

Provide descriptions of new building projects, up to five examples, completed (designed and constructed) within the last five years, which are similar to this project in scope (office, administrative, or training facilities and/or maintenance shops) and dollar value. Provide one page per project and a color photo is preferred. In each description, detail the work which was self-performed. Offeror should use the attached forms after this specification section, or provide identical information.

3.1.1.3. Subcontractors Experience (Section 1 TAB C):

Provide submission of background information for the major subcontractors – roofing and primary mechanical. If this work is to be performed by the prime contractor, this shall be stated.

A. Provide descriptions of new building projects, up to three examples, completed within the last-five years, which are similar to this project in scope (office, administrative, or training facilities and/or maintenance shops) and dollar value. Provide one page per project. In each description, detail the work which was self-performed. Offeror should use the attached forms after this specification section or provide identical information.

3.1.1.4. Key Personnel (Section 1 TAB D): Identify key personnel to be assigned to this project:

- (1) The Project Manager who will be responsible for both design and construction throughout the life of the project;
- (2) Construction Project Superintendent

- (3) Construction Quality Control Systems Manager
- (4) Design Project Manager
- (5) Lead Architect and/or Architect of Record
- (6) Lead Civil Engineer
- (7) Lead Geotechnical Engineer

Offeror should use the attached form at the end of this specification section, or provide identical information for resumes. Indicate under specific experience the role each individual had in any project examples cited. The requirement specified in Section 00800, paragraph 1.69 under Clause 52.236.25, Requirements for Registration of Designers shall be met. Indicate which individuals will be the registered designers of record.

3.1.2. Technical Approach (Section 2)

3.1.2.1. (Section 2 TAB A) Compose a clear, concise narrative for this Leavenworth ARC project for all areas of this project. The narrative shall also note any improvements or exceptions taken, including an explanation. Describe team's approach to the project.

3.1.2.2. (Section 2 TAB B) Provide drawings showing proposed elevations of all buildings, depicting an aesthetically pleasing appearance to this building. This is a highly visible project on Highway 73. The Army Reserve desires to provide a presence there, depicting an attractive modern facility.

3.1.2.3. (Section 2 TAB C) Exterior Building Envelope for all Buildings. Provide narrative about the Roofing System, detailing concurrence with specifications, and compliance with the RFP in regards to manufacturer's data and warranty. Describe the exterior wall system. Describe the window/curtain wall system and all glazing.

3.1.2.4 (Section 2 TAB D) Provide narrative explaining Contractor's approach to avoid differential settlement which may result from varying material at foundation depth (i.e. shale bedrock vs. native clay or fill) and to address building deflection that could result from long-term settlement of clay soil located throughout the site. Explain proposed approach to remediation of settlement due to clays underlying site as described in the subsurface investigation furnished as part of the RFP and the effect of remedial soils work on overall project sequence and schedule of work.

3.1.2.5. Project Management (Section 2 TAB E):

3.1.2.5.1. (Section 2 TAB E.1) Organizational Chart. Provide a project organizational chart depicting the organization described in your proposal. Indicate how the construction firm, design firm, and subcontractors interrelate, and show the appropriate authority levels. Clearly identify the line of authority. Identify subcontractors and clearly identify on-site from off-site personnel.

3.1.2.5.2. (Section 2 TAB E.2) Schedule – Provide a bar chart showing the calendar days (not dates) anticipated for completing the project, integrating design and construction. Fast tracking will be considered. Provide sufficient detail to indicate interrelationship of tasks, including:

- Show all required design phases, including required durations for reviews and resolution of comments
- Show the construction phase for all major components in each discipline
- Show milestones
- Identify any fast-tracking that may be approved by the Contracting Officer
- Show completion, turnover, and as-built submissions
- Show all significant construction phase activities
- Identify critical path items

3.1.2.5.3. (Section 2 TAB E.3) Designer Role - Submit narrative describing the role of the design team during the project from preparation of proposal in response to this solicitation through all phases of design, construction, commissioning, and warranty. Explain how construction Request For Information will be addressed.

3.1.3 Past Performance (SECTION 3).

3.1.3.1. (Section 3 TAB A) Provide Construction Firm past performance information and evaluations on the projects listed under TAB C, including performance ratings, letters, awards, references (include Point of Contact and Phone Number), etc.

3.1.3.2. (Section 3 TAB B) Provide Design Firm past performance information and evaluations on the projects listed under TAB C, including performance ratings, letters, awards, references (include Point of Contact and Phone Number), etc.

3.1.3.3. (Section 3 TAB C) Provide Subcontractor(s) past performance information and evaluations on the projects listed under TAB C, including performance ratings, letters, awards, references (include Point of Contact and Phone Number), etc.

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3.1.4. Price Proposal

The offeror shall submit in a separate envelope, Standard Form 1442 and Form 336 (Proposal Bid Schedule), and the Cost Breakdown Sheet in an original only. Both of these forms are included in Section 00010, Solicitation, Offer, and Award of this solicitation.

3.1.5 Pro Forma Requirements

Pro Forma Requirements shall be submitted in original only and placed in a separate envelope labeled, "Pro Forma Requirements". This consists of Section 00600, Representations and Certifications. And the Subcontracting Plan.

Sub-Contracting Information (Go/No-Go) (One copy only)

(a) Past Performance on Utilization of Small Business Concerns. All firms must identify your efforts to comply with Clause 52.219-8, Utilization of Small Business Concerns. If you are a large business, provide copies of subcontracting plans, both initial and final, which clearly represent your efforts to comply with FAR Clause 52.219-9, Small Business Subcontracting Plan. If you are a small business, provide details of efforts on previous projects that clearly represent your efforts to comply with FAR Clause 52.219-8. Information is to be limited to the projects identified under Section I, Experience.

(b) Subcontracting Plan for Large Business. Large business offerors shall submit a subcontracting plan in accordance with the above numbered FAR Clauses. To be acceptable, plans must adequately address the required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD, Part 2, AFARS 19.705. You may use the attached sample subcontracting plan as a starting point. Percentage goals apply to the total amount being subcontracted. The current goals for the Louisville District are 57.2% to Small Business, 10.0% to Small Disadvantaged Business, 10.0% to Women-Owned Small Business, 3.0% for Hubzone Small Businesses, and 3.0% to Service-Disabled Veteran-Owned Small Business.

3.1.5 6. Pre-Award Information - One copy of the following information shall be provided:

- Proof of Financial Ability (Most recent financial statement covering assets and liabilities)
- Line of credit letter from financial institution (If needed for proof of Financial Capability)
- Name, address and telephone numbers of two credit/trade references.
- Name, address and telephone number of firm's bonding company.
- A statement of how many years the firm(s) have been in business.
- Any other pro-forma requirements indicated in Standard Form 1442 and this section
- Documentation supporting Past Performance on Utilization of Small, Small Disadvantage and Women-Owned Small Business

SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION/CONTRACT NO: _____ CONTRACT AMOUNT
\$ _____

DESCRIPTION: _____

Our firm has established a policy to afford Small Business concerns (SB), Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Veteran-Owned Small Business concerns (VOSB), Service Disabled Veteran-Owned Small Business concerns (SDVOSB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI) and HUBZone Small Business (HSB) concerns opportunities to participate in all contracts with the Department of Defense or other entities, both public and private. In most instances, HBCU/MI are not applicable to construction contracts, but will be included throughout this plan with the intent to involve them whenever possible. The following, together with any attachments, is hereby submitted as a Small Business Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, Public Law 99-661, Section 1207, and Public Law 100-180, Section 806.

1. (a) BASE BID ONLY: The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and dollar amounts are applicable to the contract cited above or to the contract awarded under the solicitation cited. Total Base Bid is \$_____.

(i) Total Planned Subcontracting Dollars \$_____

(i) Small Business concerns (SB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SB.

(iii) Small Disadvantaged Business concerns (SDB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals and appear on the Small Business Administration's Procurement and Marketing and Access Network (PRO-Net). (<http://pro-net.sba.gov>) This percentage is included in the percentage shown under 1 (a)(i) above, as a subset.

(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

The above-named SB and SDB firms denoted by * are performing a significant portion of the effort or are providing a major service or component of this project. In accordance with Section 00800, the above-named firms will be utilized on the contract.

(b) **OPTIONS:** You must include a separate goal for each option. See the attached Continuation Sheets for Paragraph 1(a) for each option)

(c) The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns were determined, and how small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns' capabilities were determined, to include identification of source lists utilized in making those determinations. Also a statement as to what efforts will be taken to improve on past goals and how SB and SDB firms will be included in areas without previous SB/SDB involvement).

(d) Indirect and overhead costs (check one): _____ have been _____ have not been included in the goals specified in 1(a) and 1(b).

(e) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

2. The following individual will administer the subcontracting program:

Name & Title: _____

Address & Telephone: _____

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining offerors/bidders lists of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns from all possible sources. Our firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small business, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business source list. The Small Business Administration's (SBA's) list of Small Disadvantaged Businesses and small HUBZone businesses can be accessed at <http://pro-net.sba.gov/pro-net/search.html>.

(b) Ensuring that procurement packages are structured to permit small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns to participate to the maximum extent possible.

(c) Assuring inclusion of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all solicitations for products or services that they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business participation, including recommendations to set aside competitions for SDB's

(e) Ensuring periodic rotation of potential subcontractors on bidders' lists.

(f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

(i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Laws 95-507, 99-661, and 100-180.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required, which will include Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms.

(l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.

(m) Coordinating the conduct of contractor's activities involving its small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontracting program.

(n) Notifying the Contracting Officer or his representative in writing of any substitutions of firms that are not small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business for the firms listed in the subcontracting plan.

(o) Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts, including items not traditionally awarded to SB or SDB firms:

(a) Outreach efforts will be made by:

(i) Contacts with minority and small business trade associations such as veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.

(ii) Contacts with business development organizations.

(iii) Attendance at small and minority business procurement conferences and trade fairs.

(iv) Sources will be requested from Small Business Administration's Procurement Marketing and Access Network (PRO-Net).

(v) Reviews to determine the competence, ability, experience and capacity available from SB and SDB firms and providing technical assistance to same.

(vi) Evaluations of our SB, SDB, WOSB, VOSB, SDVOSB and HUBZone award performance and program effectiveness against goals established company-wide.

(b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted.

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan, evaluating SB, SDB, WOSB, VOSB, SDVOSB and HUBZone award performance and program effectiveness.

(c) Small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concern source lists, guides and other data identifying small, small disadvantaged and women-owned small business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletion from) the above listed efforts are as follows:

4. The offeror (contractor) agrees that the clause entitled "Utilization of Small Business Concerns" at FAR 52.219-8 will be included in all subcontracts that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 in construction) will be required to adopt a subcontracting plan that complies with FAR 52.219-9. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small businesses, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small businesses, small disadvantaged businesses and women-owned small business subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The offeror/contractor agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror/contractor with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns," contained in the contract. The above reports will include Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms.

The offeror/contractor further agrees to ensure that its subcontractors agree to submit SF 294 and SF 295.

6. The offeror/contractor agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concern source lists, guides and other data identifying SB/SDB concerns.

(b) Organizations contacted for small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small, small disadvantaged and women-owned small business sources.

(c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (i) whether small business concerns were solicited, and if not, why not; (ii) whether veteran-owned small business concerns were solicited, and if not, why not; (iii) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; (iv) whether HUBZone small business concerns were solicited, and if not, why not; (v) whether small disadvantaged business concerns were solicited, and if not, why not; (vi) whether women-owned small business concerns were solicited, and if not, why not; and (vii) reasons for the failure of solicited small, veteran-owned small, service-disabled veteran-owned

small, HUBZone small, small disadvantaged or women-owned small business concerns to receive the subcontract award.

(d) Records to support other outreach efforts: Contacts with veteran service organizations, Minority and Small Business Trade Associations, etc., and attendance at small and minority business procurement conferences and trade fairs.

(e) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc., monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data to include name and address and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(g) Records to be maintained in addition to the above are as follows:

Signed: _____

Date:

Typed Name and Title:

Plan Accepted by: _____

Date: _____

Contracting Officer

(Use continuation sheets, if needed)

PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE

Company name _____

Name of Project/Location _____

General Scope of Project _____

Role (prime, joint venture, subcontractor) and work your company self-performed, and # of years in this role _____

Construction Cost _____

Extent and type of work you subcontracted out _____

Original BOD _____ Final BOD _____

Customer Satisfaction _____

Lost time accidents _____

Type and amount of modifications _____



Type and amount of liquidated damages_____

Original Contract Amount_____Final Contract Amount_____

DESIGN EXPERIENCE

Company name _____

Name of Project/Location _____

General scope of project _____

Role (prime, joint venture, subcontractor) in the design and the work firm self-performed

Estimated Construction Cost _____

Design Fee _____

Extent and type of design work you subcontracted _____

Your performance evaluation _____

Original BOD _____ Final BOD _____

SECTION 00130

SECTION 00130
PROPOSAL EVALUATION CRITERIA

1. GENERAL. This solicitation will be a design/build selection. A Source Selection Evaluation Board (SSEB), comprised of representatives of the Corps of Engineers and the Using Agency, will evaluate the proposals. Offerors are advised that the technical/quality proposals are reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein and the basis of award is the Trade-Off Process

1.1 Betterments. Betterments are addressed in the Solicitation. Offerors who include any betterment items in their proposal should fully describe their offer to the Government.

2. EVALUATION FACTORS. The relative order of importance of the evaluation factors are as follows: 1) Experience - Prime Contractor, Designer, Subcontractors, and Key Personnel; 2) Technical Approach – Narratives, Project Management; 3) Past Performance – Prime Contractor, Designer, Subcontractors. Proposals will be evaluated in accordance with the descriptions below. All evaluation factors, other than price, when combined, are approximately equal to cost or price.

2.1. Experience. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. The Government may also use other tools to gather information regarding an offeror's qualifications and past performance.

2.1.1. Construction Firm Experience. The SSEB will evaluate both the extent and quality of recent experience, for up to five projects completed within the last five years, similar (office, administrative, or training facilities and/or maintenance shops) in nature. Documentation of successful completion of projects similar in scope and dollar value to this project will meet the requirement. Federal, Army Reserve, or National Guard projects, design-build projects, and design-build team projects, are not necessary to qualify for award; however, recent, successful experiences in these areas will be favorably considered in the evaluation. Projects not similar in size, scope, or dollar value will not be favorably considered.

2.1.2. Design Firm Experience. The SSEB will evaluate both the extent and quality of recent experience, for up to five projects, completed within the last ten years, similar (office, administrative, or training facilities and/or maintenance shops) in nature. Documentation of successful completion of projects similar in scope and dollar value to this project will meet the requirement. Federal, Army Reserve, or National Guard projects, design-build projects, and design-build team projects, are not necessary to qualify for award; however, recent, successful experiences in these areas will be favorably considered in the evaluation. Projects not similar in size, scope, or dollar value will not be favorably considered.

2.1.3. Subcontractor(s) Experience. The SSEB will evaluate both the extent and quality of recent experience, for up to three projects, completed within the last ten years, similar (office, administrative, or training facilities and/or maintenance shops) in nature. Documentation of successful completion of projects similar in scope and dollar value to this project will meet the requirement. Federal, Army Reserve, or National Guard projects, design-build projects, and design-build team projects, are not necessary to qualify for award; however, recent, successful experiences in these areas will be favorably considered in the evaluation. Projects not similar in size, scope, or dollar value will not be favorably considered.

2.1.4. Key Personnel. The SSEB will evaluate the adequacy and strength of key personnel assignments to cover the necessary design disciplines and construction staffing requirements. Proposals will be considered non-responsive by the SSEB if proposals include phrases such as “or someone similar” to identify personnel. The SSEB will also evaluate for compliance with registration, degree of qualification and experience, familiarity with local conditions, building codes, etc. The personnel assigned to this project in the proposal shall be utilized on the project. (In the event a personnel change is needed, the replacement shall be equal in registration, qualification, and experience. The replacement must be approved by the Contracting Officer.) Each individual noted in Section 00115, paragraph 3.1.2.4. must be submitted as part of the submission by the offeror. If requested individual management personnel specifically for this project are not submitted for evaluation, the offeror’s proposal will not be favorably evaluated. The SSEB prefers that one person is submitted for each category. If more than one person is submitted for each category, the evaluation will be based on the least qualified of the candidates.

2.2. Technical Approach. The technical requirements of the proposal consist of six areas as noted below. The SSEB will evaluate the offeror’s understanding of these factors and the quality level being proposed.

2.2.1. RFP Design Requirements Narrative. The RFP narrative will be evaluated for completeness and thoroughness, by including all building design features of the RFP. An innovative design narration showing quality, conformance with the RFP Solicitation. Innovative, creative, or cost saving proposals that meet or exceed these requirements are encouraged and will be rated accordingly. Proposals that demonstrate the entire team approach to design and construction will be favorably evaluated.

2.2.2. Elevation Drawings. Drawings will be provided showing the proposed elevations of all buildings. An aesthetically pleasing appearance, depicting an attractive, modern facility will be more favorably considered.

2.2.3. Exterior Building Envelope. Provide narrative detailing the exterior building systems – roofing system and exterior wall system will be evaluated for quality and function. A narrative describing concurrence with the specifications and compliance with the RFP will meet the requirement. Quality of the roofing system and exterior wall system materials that exceed the RFP requirements will be evaluated favorably.

2.2.4 Geotechnical Narrative. Provide narrative explaining Contractor's approach to avoid differential settlement which may result from varying material at foundation depth (i.e. shale bedrock vs. native clay or fill) and to address building deflection that could result from long-term settlement of clay soil located throughout the site. Explain proposed approach to remediation of settlement due to clays underlying site as described in the subsurface investigation furnished as part of the RFP and the effect of remedial soils work on overall project sequence and schedule of work. A narrative demonstrating a clear understanding of these issues and providing innovative ways to address these potential problems will be evaluated favorably.

2.2.5. Project Management. The SSEB will evaluate the areas described below.

2.2.5.1. Organizational Chart. The SSEB will evaluate the clarity, adequacy, capabilities and strengths of the offeror’s organizational chart for managing a successful project. Information will be evaluated for clarity and understanding of authority and reporting responsibilities within the team. Organizational Charts that demonstrate a clear understanding of the work and an ability to coordinate resources will be evaluated favorably. Charts that do not demonstrate a clear

understanding of the project, that do not demonstrate a capability to coordinate resources will be evaluated less favorably. Proposals will be considered unacceptable if they include phrases such as “or someone similar” to identify personnel. Organizational charts will exceed the RFP requirements by showing detail of the organization – showing major involvement of design team during construction phase process, field review, and shop drawing review will be favorably evaluated.

2.2.5.2 Schedule. The schedule shall include all activities required, logical activity relationship, realistic durations, reasonable, and attainable. The SSEB will evaluate the schedule to assess the strength of understanding of events associated with coordinating design submittals and incorporating design comments, fast-tracking and completion requirements. The schedule must demonstrate realistic durations, all phases, coordination, and sequence of events. Schedules offering a duration less than shown in Section 00800, will be scored more favorably if the schedule is realistic and achievable. The Government reserves the right to accept or decline a proposed shorter duration. Schedules which show all features listed in Section 00115, Paragraph 3.1.2.5 will be favorably considered.

2.2.5.3. Designer Role. The SSEB will evaluate this factor according to the level of participation by the design team throughout the design-build process. Demonstration of an integrated team approach will be considered favorably. Demonstrated understanding of the role of the design team throughout design and construction will be favorably evaluated. A strong process for handling RFI's during construction will be favorably evaluated.

2.3 Past Performance. The Offeror's record of success in completion of quality projects on time and within budget, performance ratings, and awards will be evaluated. Information may be obtained from other sources than those identified by the Offeror.

2.3.1 Construction firm past performance will be evaluated. Quality projects on time and within budget, above average & higher performance ratings, and awards will be favorably considered.

2.3.2 Design firm past performance will be evaluated. Quality projects on time and within budget, above average & higher performance ratings, and awards will be favorably considered.

2.3.3 Subcontractor(s) past performance will be evaluated. Quality projects on time and within budget, above average & higher performance ratings, and awards will be favorably considered.

2.4. Price Proposal. Price will be evaluated for fairness and reasonableness through the use of price analysis. Price will also be checked for unbalancing of line items. Offerors are cautioned to distribute costs appropriately.

2.5. Sub-Contracting Information (Go/No-Go) (One copy only)

(a) Past Performance on Utilization of Small Business Concerns. All firms must identify your efforts to comply with Clause 52.219-8, Utilization of Small Business Concerns. If you are a large business, provide copies of subcontracting plans, both initial and final, which clearly represent your efforts to comply with FAR Clause 52.219-9, Small Business Subcontracting Plan. If you are a small business, provide details of efforts on previous projects that clearly represent your efforts to comply with FAR Clause 52.219-8. Information is to be limited to the projects identified under Section I, Experience.

(b) Subcontracting Plan for Large Business. Large business offerors shall submit a subcontracting plan in accordance with the above numbered FAR Clauses. To be acceptable, plans must adequately address the required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD, Part 2, AFARS 19.705. You may use the attached sample subcontracting plan as a starting point. Percentage goals apply to the total amount being subcontracted. The current goals for the Louisville District are 57.2% to Small Business, 10.0% to Small Disadvantaged Business, 10.0% to Women-Owned Small Business, 3.0% for Hubzone Small Businesses, and 3.0% to Service-Disabled Veteran-Owned Small Business.

2.6 Representations and Certifications and Pro Forma Requirements

Representations and Certifications. This section will be reviewed for completeness by the Contract Specialist prior to the proposal's evaluation.

Pro Forma Requirements. This information will be utilized in order to complete the pre-award survey for the successful offeror.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
10.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance

Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Leavenworth, Leavenworth County, KS.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(b)

Mark R. Yates, Contracting Officer
U.S. Army Corps of Engineers
600 Dr. ML King, Jr. Place, Room 821
Louisville, KY 40202 - 2230

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been added by full text:

REPS AND CERTS

COMPANY NAME AND ADDRESS: _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

BUSINESS SIZE (select one)

Large Business _____ Small Business _____ HUBZone Business _____

Contractor is registered with Central Contractor Registration: _____ YES _____ NO
(See FAR 52.204-7)

INDICATE DUNS NUMBER _____ CAGE NO. _____

(Note: See FAR 52.204-6. The DUNS Number is a 9 digit numeric code.) (See DFAR 252.204-7001)

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and

persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct

EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (c) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

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

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

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

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

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

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

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

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
 - (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
 - (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will

process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

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

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

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

"These data, furnished under the Value Engineering--Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (d) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
 - (e) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
 - (f) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

The following have been deleted:

52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2004
52.232-25	Prompt Payment	OCT 2003
52.248-3	Value Engineering-Construction	FEB 2000
252.219-7011	Notification to Delay Performance	JUN 1998

(End of Summary of Changes)

SECTION 01021

DESIGN SUBMISSION REQUIREMENTS AFTER AWARD

PART 1 GENERAL

1.1 INTRODUCTION

This section contains information needed after the successful Offeror has been selected. The information contained in this section applies to the design required for the ARC/OMS/UNHTD STRG at Leavenworth, Kansas.

DESIGNER OF RECORD

The Design/Build Contractor shall identify, for approval, the Designer of Record for each area of work. One Designer of Record may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, Professional Registered Designer of Record. The Designers of Record shall stamp, sign, and date each design drawing under their responsible discipline for the final construction documentation stage. Designers of Record shall either be contracted directly by the Prime Contractor or an employee of a design firm that is contracted directly by the Prime Contractor. The Designer of Record shall not be an owner, employee, agent, or consultant of a construction sub-contractor hired for this project.

PART 2 – (Not Applicable)

PART 3 - EXECUTION

3.1 CONTRACTOR DESIGN REQUIREMENTS AFTER AWARD

a. The Contractor shall design and detail a complete and useable facility before construction begins. **Fast track design and construction will be permitted on this project.** The Contractor shall design and construct the facility in Imperial (English) units.

b. The design shall consist of four submittals, as required in the **U.S. Army Reserve Design Process and Submittal Requirements Manual** (website <http://bc.cecer.army.mil/mds/>). These submittals are the Charette Design Phase, the Part I Design Phase, the Part II Design Phase, and the Part III Design Phase. The Certified Final Design is when ALL review comments have been addressed, incorporated into the design, and the final design has been approved, and ready for construction.

c. The submittals shall include specifications, drawings, design analysis, permit applications, confirmation notices and submittal registers. The government will assist the contractor in finalizing the DD1354. The complete requirements for each submittal is described in the **U.S. Army Reserve Design Process and Submittal Requirements Manual**.

d. The design shall be completed in accordance with the codes and standards itemized in this RFP.

3.2 SUBMISSION OF DESIGN DOCUMENTS

a. The Contractor shall submit design documents with cover letter by overnight mail in accordance with the requirements in this specification. The letter shall indicate the project name, due date of comments, and where to send the comments. All drawings shall be half-size. Specifications, submittal register, design analysis and other technical information shall be bound.

b. The Pre-design Meeting and each Design Review Meeting will be held at a Hilton Chain hotel conference room to accommodate 25 people. The contractor shall be responsible for selecting the hotel near the Kansas City Airport, and making the arrangements and payment for the room. The design reviews will be held to discuss review comments on the Charette, Part I, and Part II Design Submittals.

c. Design Reviews shall not be taken as an approval and does not relieve the Contractor from responsibility for compliance with the RFP solicitation, Code Regulations, or betterments listed with the contractor's proposal or identified during proposal evaluation.

d. Once the Government has reviewed and approved the contractor's final design, no further changes to the design shall be made without the written approval of the Government. All costs for submitted variances, after Final Design Approval, shall be borne by the Contractor at no cost to the Government.

3.3 GENERAL DESIGN REQUIREMENTS

a. The Contractor is required to independently prepare and submit for approval a complete Design. The Contractor's Design Professionals shall independently confirm and be responsible for the technical accuracy and adequacy of all aspects of the project design.

b. The project design shall include the items listed in paragraph 3.1.

c. The submission requirements outlined herein are the MINIMUM requirements necessary.

d. Document quantities and delivery addresses are specified at the end of this specification section. Quantities and addresses apply for each submittal.

e. Not Used.

f. Not Used.

g. CADD Requirements

(1) All drawings shall be in Microstation.

(2) Provide a separate electronic drawing file for each project drawing. Each file shall contain all the data for one complete drawing, including the date and border. Each drawing file must be completely independent of any data in any other file. Drawing files with external references such as reference file attachments or special fonts will not be acceptable. All displayable graphic elements on all levels of the drawing file must be part of the project drawing image. The drawing file may not contain any graphic element that is not part of the drawing image.

(3) Provide a list of all drawings in the set of project drawings together with the name of the electronic file that contains the data for each drawing.

(4) Submitted hard copy drawings must be plotted directly from the electronic file.

h. Specifications and Reports

(1) Provide project specifications and reports in a single electronic document file in Microsoft Word (version 7.0), Windows 98, or NT format. The complete document: including title sheet, table of contents, submittal checklist, and all specification sections; must be assembled into a single electronic document in Word format.

(2) Provide independent page numbering for each specification section. The page number shall incorporate the specification section number (e.g. 15000-1).

(3) Submitted hard copy documents must be printed directly from the electronic file.

i. Electronic Data

(1) Electronic data of all design documents must be provided with the Certified Final Design documents. Data shall be on CD ROM 5-1/4 inch disc.

(2) All furnishings' data including interior signage is to be provided in Microsoft Excel spreadsheet.

j. Submittal Register: The contractor will be required to prepare a Submittal Register Engineering Form 4288 identifying all construction submittals. Each submittal item shall be identified and coded

in accordance with Section 01331. A completed Engineering Form 4288, approved by the Contracting Officer, will be required prior to commencement of construction.

3.4 SUBMITTAL REQUIREMENTS

3.4.1 Design Phase

All design submission requirements are defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual**. Each discipline is provided the requirements for the Charette, Part I, Part II, and Part III Design Submittals. All aspects will be followed, except for the requirement to design the project using the Modular Design Software (MDS). The only requirement is to design the project in MicoStation, or newer version. Parts I-III will allow the designer to fast-track the civil/site work, so construction may begin in these areas before the building design is complete.

a. The Charette Design Phase is defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.4. The deliverables for this phase are described in Paragraph 2.4. of the Manual.** The decisions from the Charette Review Meeting will be incorporated into the Part I Design Submittal. It is necessary to provide a corrected charette design phase document after the review meeting.

b. The Part I Design Phase will include:

- Final (90%) Design for building site design to include: building/area site layout, final grade elevations, utility locations, revised complex entrance, parking, and associated roadways.
- Interim (65%) Design for all remaining architecture, structural, interior design, civil, mechanical and electrical systems.

The Interim and Final Design Phases are defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.5 & 2.6. The deliverables for this phase are described in Paragraph 2.5 and 2.6 of the Manual.** This submittal shall incorporate the review comments from the charette design phase.

c. The Part II Design Phase will include:

- Corrected Final (100%) Design for building site design to include: building/area site layout, final grade elevations, utility locations, revised complex entrance, parking, and associated roadways.
- Final (90%) Design for all remaining architecture, structural, interior design, civil, mechanical and electrical systems.

The Final and Corrected Final Design Phases are defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.6 and 2.7. The deliverables for this phase are described in Paragraph 2.6 and 2.7 of the Manual.** This submittal shall designate what equipment manufacturers the contractor plans to use for all pieces of equipment. This submittal shall incorporate the review comments from the Phase I design phase.

For the “Civil/Site Work” Corrected Final: The designer is responsible to respond to all comments and incorporate all appropriate comments (as determined by the LRL Project Engineer), generated as a result of the Part I review meeting. As part of the **Backcheck**, the designer shall mark two sets in red, with the reviewer’s name and comment number, indicating the corrections have been made as a result of the review comment. The Louisville District Corps and the Kansas City District Corps will perform a backcheck of comments on these red-lined sets. Once all comments are satisfactorily resolved, the Certified Final Design may be distributed.

d. The Part III design phase will include:

- Corrected Final (100%) Design for all remaining architecture, structural, interior design, civil, mechanical, and electrical systems.

The Corrected Final Design Phase is defined in the **U.S. Army Reserve Design Process and Submittal Requirements Manual, Paragraph 2.7**, shall be considered a formal submittal to all reviewers. This submittal shall incorporate the review comments in the submittal and become the final product for construction.

For the “Building” Corrected Final: The designer is responsible to respond to all comments and incorporate all appropriate comments (as determined by the LRL Project Engineer), generated as a result of the Part II review meeting. As part of the **Backcheck**, the designer shall mark two sets in red, with the reviewer’s name and comment number, indicating the corrections have been made as a result of the review comment. The Louisville District Corps and the Kansas City District Corps will perform a backcheck of comments on these red-lined sets. Once all comments are satisfactorily resolved, the Certified Final Design may be distributed.

e. The Comprehensive Interior Design (CID) and Structural Interior Design (SID) submittals shall follow these documents:

**All documents contained in Appendices D, E and F of this Solicitation
U.S. Army Reserve Design Process and Submittal Requirements Manual
(located at <http://bc.cecer.army.mil/mds/>)**

Note: The furniture will be GFGI (government furnished-government installed). The contractor will be responsible for all power, data, and voice hookups.

It is recommended that the Contractor’s interior designer contact Denise Seamon (502-315-6899) of the Louisville Corps of Engineers, after contract award but prior to beginning development of the CID, to coordinate CID submission requirements. The Government believes such coordination will minimize Contractor effort required to develop the CID.

f. Comments will be input into a web based system called DR CHECKS. The Contractor will be given access to this system and will be required to respond to all comments in the program. The Contractor shall print and distribute review sets as shown on the attached list and be prepared to discuss the comments and preliminary responses at the review meeting which will be held at a hotel selected by the contractor near the Kansas City Airport for each part of the design. The Contractor will keep the minutes of the meetings and forward the minutes and annotated comments to all reviewers within 14 days of the meeting. The annotations will be detailed enough to indicate exactly what the Contractor will do to comply with the comments. The contractor shall assemble the comments received into a complete package. The complete package of comments and responses shall be transmitted to all offices that received the design submitted.

g. The Government ' s review is not to be considered a quality control review; the contractor shall provide his own internal quality control as required by contractor Design Quality Controls Plan before the design is submitted to the Government. It is very important the contractor ' s entire team agrees with the design before it is submitted to the Government. Each design submittal shall be stamped "approved" by the contractor, major constructors and by the design team prior to submission for review. The Government ' s review or approval does not relieve the contractor of his responsibility to provide a safe, functional project in accordance with the terms of the contract. All final drawings shall be signed and sealed by the Design Professional. Quality control procedures shall consist of design and/or checking by registered professionals and a review completed by a separate professional. Complete names of designers, checkers, and reviewers shall appear in the drawing title block. The Contractor shall submit the Design Quality Checklist from the Louisville District AE Design Guide with their Final Design Phase submissions.

h. The Government ' s review will likely result in a significant number of comments. The Contractor shall respond to each comment with a response that clearly indicates what action will be taken in Dr. Checks. Comments that, in the Contractor ' s opinion, require effort outside the scope of the contract will be clearly indicated as such by the Contractor. The Contractor shall not proceed with work outside the contract until a modification to the contract is properly executed.

3.4.2 Construction Phase

a. A Letter of Design Completion will be issued upon completion and approval of the corrected final design submittal. This will provide authorization begin onsite construction efforts.

b. As the first item of work during the construction phase, the Contractor shall furnish to the Government 15 half-size sets and 5 full size sets of the certified final drawings and 20 sets of the approved specifications for its use during construction.

d. No construction will be allowed on work for which the design has not been reviewed and approved.

LEAVENWORTH
USARC/OMS/UNHTD STRG

*** SAFETY PAYS ***

FT. LEAVENWORTH, KANSAS
Amendment #0001

e. The Contractor shall provide renderings of the project, as specified in the attachment, no later than 90 days after design completion.

LIST OF ADDRESSES FOR REVIEWS

ORGANIZATION	ABBREVIATION	COPIES		
		(1)	CID	SID
Army Corps of Engrs, Louisville ATTN: Mary Ann Just, ED-MA 600 Dr. M. L. King Jr. Place Louisville, KY 40202	CELRL	8 HS	2	2
Project Officer ATTN: MAJ Ross Nguyen 1500 Jefferson Davis Hwy Arlington, VA 22202	ACSIM-AR	1 HS	0	0
Lyle Bonham 12500 Sulky Court Woodbridge, VA 22192	ACSIM-AR	1 HS	0	0
89 th Regional Readiness Command ATTN: CPT Michael Hardy, AFRC-CKS-EN 3130 George Washington Blvd Wichita, KS 67210-1598	89 th RRC	4 HS	1	1
75 th Army ATTN: LTC Christopher Barnhart	75 th Army	3 HS	1	1
U.S. Army Corps of Engineers Ft. Leavenworth Area Engineer Office ATTN: Ralph Adam 750 West Warehouse Rd. Ft. Leavenworth, KS 66027-2340	NWK -RE	3 HS	1	1
U.S. Army Corps of Engineers	NWK- PM	2 HS	0	0

Kansas City District
ATTN: CENWK-PM-MM, Bob Smith

U.S. Army Information Systems Engineering Command Fort Detrick Engineering Directorate ATTN: George Gaffney 1435 Porter Street, Suite 200 Fort Detrick, MD 21702-5047	ISEC-CONUS	1 HS	0	0
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(1) All Phase I and Phase II design submittal items (drawings, specifications, analyses, etc.) identified herein that are not included in the CID & SID requirements.

(2) Note: FS = Full size plans, HF = Half size plans.

Project:

Final Design and Certified Final Design Checklist
(Edit as needed)

1. GENERAL:

- a. Have all documents been prepared in accordance with the QC Plan?
- b. Have drawings and specifications been coordinated between engineering disciplines?.....
- c. Have drawings and specifications been checked and initialed by reviewer and designer?.....
- d. Have drawings and specifications been reviewed by a qualified engineer to assure fire protection engineering is in conformance with applicable portions of NFPA regulations and national, state, and local building codes?..
- e. Are drawings, design analyses, etc., signed and dated?.....
- f. Are Government review comments on preliminary and/or concept design submittals annotated and incorporated into final drawings and specifications?.....
- g. Are annotated review comments included in each package?.....
- h. Is construction bar chart included?.....
- i. Are "Engineering Consideration and Instructions to Field Personnel" included?.....

(NOTE: For projects containing metal buildings a special note to the field shall be included, requiring a "presubmittal" meeting with Construction field personnel, Contractor, metal building supplier and Engineering Division representatives to discuss the specifications and submittal requirements.)

- j. ITR certification sheet signed and included?.....

2. DRAWINGS:

- a. Has CADD quality been checked to assure legible reproduction?.....
- b. Does location plan include location of borrow pits, disposal areas, areas for contractor's office and storage, haul routes, location of Resident/Area Engineer and DEH office?.....
- c. Have deductive alternates (if appropriate) been identified on the drawings and coordinated with the unit price schedule?.....
- d. Have signature blocks been properly prepared?.....
- e. Has Quality Control Procedures been performed to assure that translated files are fully useable, complete and represent the design

3. SPECIFICATIONS:

- a. Were latest guide specifications used?.....

b. Are specifications prepared in accordance with the manual, Louisville District Design Guide for Military Construction, using required weight of paper, Standard Elite or other acceptable type face, the proper format, and with proper submittal notations in margin?.....

Name of person supervising specifications preparation:.....

c. Has unit price schedule been prepared in conformance with the example shown?.....

d. Have payment paragraphs been checked and coordinated with the Unit Price Schedule?.....

4. COST ESTIMATE:

a. Have cost estimates been prepared in accordance with manual, Louisville District Design Guide for Military Construction?.....

b. Is cost estimate within CCL? Have recommendations been made for cost reductions including deductive alternatives? Are deductives clearly delineated on the drawings and unit price schedule?.....

5. MISCELLANEOUS:

a. Have construction permits been applied for as required by the Clean Air Act and Clean Water Act Amendments?

b. Has the Certified Final (aka 100% revised) submittal been made in accordance with every requirement of the Appendix A to your contract?..... (If not, explain deviations on a separate sheet attached to this form.)

SIGNATURE AND DATE

RENDERING FORM

PROJECT TITLE ___ United States Army Reserve Center/OMS/UHS, Leavenworth, Kansas

1. GENERAL

Each rendering will be matted, mounted, labeled, and framed with non-glare glass ready for hanging and to be shipped/delivered. Rough 8 1/2 x 11 "block out" sketch will be forwarded to DAAR-EN for approval prior to proceeding to a final rendering.

2. QUANTITY/DISTRIBUTION

<u>Original</u>	<u>Full Size Color Framed Copy</u>
___1___ Project Location	_____ U.S. Army, Pacific (Attn: APEN)
	_____ Installation Management Agency, ATTN: SFIM-ARD, _____
	___1___ ACSIM-AR
	(Attn: DAIM, AR, _____)
	___1___ CELRL-ED-MA
	_____ (Other) _____

3. PARTICULARS:

a. Size, approximated. (Check one of the following)

___ 36" x 36"	___ 30" x 24"	___ 24" x 24"
___ 36" x 30"	___ 30" x 20"	___ 24" x 18"
___X___ 36" x 24"		

b. Orientation:

___ Front	___ Left
___X___ Aerial	___ Right
___ Other _____	

c. Labeling/Title:

- (1) USAR Center Dedication Name or Greenbook Project Title / DDForm 1391 Project Title (first line) _____
(second line) _____
- (2) Location (City/ State) _____
- (3) Description (i.e. 600 Member USARC/OMS) _____
- (4) Label/Title Location: ___ top center ___ **X** **bottom center**
_____ (other) _____
- (5) Frame Material: ___ wood ___ **X** **aluminum** ___ plastic
_____ **black metal (with non-glare glass)**
- (6) Matte ___ light gray ___ taupe ___ white ___ off white ___ other
___ **X** **color selected by renderer to match colors**
- (7) Other Reprographics (indicate quantity)
___10___ color photograph (8 x 10), 6 framed, 4 unframed ___1___ 35 mm slide
___ transparency _____ reprint
___1___ electronic (_____)
___1___ digital photograph in jpg or kdc format.

List specific items to be shown on the rendering. (ie. Humvee or people dressed in army green)
Flagpole

(Items in bold represent the frequently used selections. Items listed above to be forwarded to CELRL-ED-MA, unless noted otherwise.)

General Decision Number: KS030006 06/04/2004 KS6

Superseded General Decision Number: KS020006

State: Kansas

Construction Types: Heavy and Highway

Counties: Douglas, Leavenworth and Shawnee Counties in Kansas.
JEFFERSON AND SHAWNEE COUNTIES

HEAVY CONSTRUCTION PROJECTS HIGHWAY CONSTRUCTION PROJECTS
(Excluding Jefferson County)

Modification Number	Publication Date
0	06/13/2003
1	01/30/2004
2	03/05/2004
3	04/16/2004
4	06/04/2004

CARP0007- 012 04/01/2001

LEAVENWORTH COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 25.50	6.88

CARP1445- 001 04/01/2001

JEFFERSON AND SHAWNEE COUNTIES

	Rates	Fringes
Carpenter.....	\$ 17.20	4.35
Piledriver.....	\$ 17.575	4.35

CARP2279- 003 04/01/2001

DOUGLAS COUNTY

	Rates	Fringes
Carpenter.....	\$ 17.20	4.35
Piledriver.....	\$ 17.575	4.35

ELEC0053- 003 09/01/2000

LEAVENWORTH COUNTY (North of Fairmont, Stranger, and Tonganoxie Townships)

	Rates	Fringes
Line Construction (RAILROAD AND CROSS COUNTRY) TRANSMISSION LINES:		
GROUNDMAN POWDERMAN.....	\$ 17.25	28.75%+2.20
GROUNDMAN.....	\$ 16.11	28.75%+2.20

KS030006.txt

LINEMAN OPERATOR.....	\$ 23.10	28.75%+2.20
LINEMAN.....	\$ 24.98	28.75%+2.20
POLE TREATING GROUNDMAN.....	\$ 16.11	28.75%+2.20
POLE TREATING SPECIALIST.....	\$ 26.60	28.75%+2.20
POLE TREATING TRUCK DRIVER.....	\$ 17.25	28.75%+2.20

Line Construction:

GROUND MEN POWDERMEN.....	\$ 19.45	28.75%+2.20
GROUND MEN.....	\$ 18.49	28.75%+2.20
LINEMEN OPERATOR.....	\$ 25.97	28.75%+2.20
LINEMEN.....	\$ 27.80	28.75%+2.20

ELEC0124-004 08/26/2002

LEAVENWORTH COUNTY (Delaware, High Prairie and Kickapoo Townships, City of Leavenworth and Ft. Leavenworth Military Reservation)

	Rates	Fringes
Electrician.....	\$ 30.73	10% +9.30

ELEC0226-001 03/01/2004

DOUGLAS, JEFFERSON, SHAWNEE, and the remainder of LEAVENWORTH COUNTY

	Rates	Fringes
Electrician.....	\$ 24.60	7.67+4%

ELEC0304-002 07/01/1998

LEAVENWORTH COUNTY (Except that portion north of Fairmont, Stranger, and Tonganoxie Townships) and DOUGLAS, JEFFERSON, SHAWNEE COUNTIES

	Rates	Fringes
Line Construction:		
CABLE SPLICERS.....	\$ 23.90	23.75%+2.00
GROUND MEN.....	\$ 13.63	23.75%+2.00
LINE TRUCK AND EQUIPMENT OPERATORS.....	\$ 18.71	23.75%+2.00
LINEMEN.....	\$ 22.76	23.75%+2.00
POWDERMEN.....	\$ 18.71	23.75%+2.00
Traffic signal technician.....	\$ 22.76	23.75%+2.00

* ENGI0101-003 04/01/2004

DOUGLAS COUNTIES:

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 18.60	8.07

KS030006.txt

GROUP 2.....	\$ 18.35	8.07
GROUP 3.....	\$ 18.10	8.07
GROUP 4.....	\$ 17.75	8.07
GROUP 4A.....	\$ 18.00	8.07

GROUP 1: Asphalt paver and spreader, Backhoe, Boring machine, Blades, all types, Clamshell, Concrete mixer paver operator, Concrete plant operator (automatic); Crane, Truck crane, Pitman crane, Hydro crane or any machine with power swing, Derrick or derrick trucks; Dragline operator, Dredge operator, Dozer, Ditching machine, Euclid loader, Hoist, 2 active drums, Loader, all types, Mechanic or welder, Mixermobile, Multi-unit scraper, Piledriver operator, Power shovel operator, Quad track, Scoop operator, all types, Sideboom cat, Cheery picker, Skimmer scoop operator, Push cat operators.

GROUP 2: Asphalt plant operator, Elevating grader operator.

GROUP 3: A-frame truck, Asphalt roller operator, Asphalt plant boiler fireman, Backfiller operator, Barber green loader, Boiler, other than asphalt, Bull float operator, Churn drill operator, Compressor operator (1), Concrete central plant operator, Concrete mixer operator, skip, Concrete pump operator, Crusher operator, Distributor operator, Finish machine operator, concrete, Fireman, other than asphalt, Flex plane operator, Fork lift, Form grader operator, Greaser, Hoist, 1 drum, Jeep ditching machine, Pavement Breaker, self-propelled (of the hydra hammer or similar type), pump operator, 4 inches or over, two, pump operator, other than Dredge screening and wash plant operator, Small machine operator, Spreader box operator, self propelled, Tractor operator, over 50 h.p., Self-propelled roller operator, other than asphalt siphons and jets, Subgrading machine operator, Tank car heater operator, combination booster and boilers, Towboat operator, Vibrating machine operator, not hand.

GROUP 4: Concrete gang saw, Self-propelled (con-cut), Conveyor operator, Harrow, disc. seeder, Oiler, Tractor operator, 50 h.p. or less without attachments.

GROUP 4A: Oiler, Motor crane. HOURLY

PREMIUMS: Following classifications shall receive (\$.25) above Group I rate: Clamshells - 3 yd. capacity or over, Crane or rigs, 80 ft. of boom or over (including jib), Draglines, 3 yd. capacity or over, Piledrivers 80 ft of boom or over (including jib), Shovels and backhoes, 3 yd. capacity or over.

 * ENGI0101-006 04/01/2004

LEAVENWORTH COUNTY

	Rates	Fringes
Power equipment operators: (ALL OTHER WORK)		
GROUP 1.....	\$ 25.59	10.37
Power equipment operators:		
GROUP 2.....	\$ 24.55	10.27
GROUP 3		

OILERS.....	\$ 20.08	10.37
OILERS DRIVER (ALL TYPES).....	\$ 23.43	10.379.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt roller operator, finish, asphalt paver and spreader, asphalt plant operator, concrete plant operator, la tourneau roter (all tiller types), concrete mixer paver, slip form paver operator (CMI, Rex, Gomeco or equal), finishing machine operator, auto grader or trimmer or sub-grader, side discharge spreader, concrete pump operator, backhoe, blade operator (all types), bulldozer operator, high loader - fork lift - skid loader (all types), quad track, scraper operator (all types), push cat, ditching machine, boilers-2, booster pump on dredge, dredge engineman, dredge operator, tow boat operator, hoisting engineer (2 active drums), crane operator, derrick or derrick trucks, drag line operator, pile driver operator, pitman crane or boom truck (all types), shovel operator, truck crane, clamshell operator, drilling or boring machine (rotary - self propelled), boring machine (truck or crane mounted), skimmer scoop operator, mucking machine operator, sideboom cats, locomotive operator (standard gage), drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract), mechanics and welders (field and plants)

GROUP 2 - A-Frame truck operator, articulated dump truck, hoisting engine (one drum), roller operator (with or without blades), boilers (1), distributor operator, fireman gig, tank car heater operator (combination boiler and booster), chip spreader, back filler operator, farm tractor (all attachments), multiple compactor, concrete mixer operator, skip loader, elevating grader operator, pavement breaker, self propelled hydra-hammer (or similar type), power shield, churn drill operator, concrete saws (self propelled), conveyor operator, float operator, form grader operator, screening and washing plant, siphons and jets, vibrating machine operator (not hand held), crusher operator, conveyor operator, paymill operator, maintenance operator, welding machine, compressor, pumps, self-propelled street broom or sweeper, stump cutting machine, straw blower

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP I RATE: Clamshells - 3 yd. capacity or over - crane or rigs 80 ft. of boom or over (including jib) - draglines, 3 yd. capacity or over - piledrivers 80 ft. of boom or over (including jib) - shovels & backhoes, 3 yd. capacity or over.

 * ENGI0101-007 04/01/2004

JEFFERSON COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 17.90	8.07
GROUP 2.....	\$ 17.65	8.07
GROUP 3.....	\$ 17.40	8.07
GROUP 4.....	\$ 17.05	8.07
GROUP 4A.....	\$ 17.30	8.07

GROUP 1: Asphalt paver and spreader, Backhoe, Boring machine, Blades, all types, Clamshell, Concrete mixer paver operator, Concrete plant operator (automatic); Crane, Truck crane, Pitman crane, Hydro crane or any machine with power swing, Derrick or derrick trucks; Dragline operator, Dredge operator, Dozer, Ditching machine, Euclid loader, Hoist, 2 active drums, Loader, all types, Mechanic or welder, Mixermobile, Multi-unit scraper, Piledriver operator, Power shovel operator, Quad track, Scoop operator, all types, Sideboom cat, Cheery picker, Skimmer scoop operator, Push cat operators.

GROUP 2: Asphalt plant operator, Elevating grader operator.

GROUP 3: A-frame truck, Asphalt roller operator, Asphalt plant boiler fireman, Backfiller operator, Barber green loader, Boiler, other than asphalt, Bull float operator, Churn drill operator, Compressor operator (1), Concrete central plant operator, Concrete mixer operator, skip, Concrete pump operator, Crusher operator, Distributor operator, Finish machine operator, concrete, Fireman, other than asphalt, Flex plane operator, Fork lift, Form grader operator, Greaser, Hoist, 1 drum, Jeep ditching machine, Pavement Breaker, self-propelled (of the hydra hammer or similar type), pump operator, 4" or over, two, pump operator, other than Dredge screening and wash plant operator, Small machine operator, Spreader box operator, self-propelled, Tractor operator, over 50 h. p., Self-propelled roller operator, other than asphalt siphons and jets, Subgrading machine operator, Tank car heater operator, Combination booster and boilers, Towboat operator, Vibrating machine operator, not hand.

GROUP 4: Concrete gang saw, Self-propelled (con-cut), Conveyor operator, Harrow, disc. seeder, Oiler, Tractor operator, 50 h. p. or less without attachments.

GROUP 4A: Oiler, Motor crane.

HOURLY PREMIUMS: Following classifications shall receive (\$.25) above Group I rate: Clamshells - 3 yd. capacity or over, Crane or rigs, 80 ft. of boom or over (including jib), Draglines, 3 yd. capacity or over, Piledrivers 80 ft of boom or over (including jib), Shovels and backhoes, 3 yd. capacity or over.

 * ENGI9101-001 04/01/2004

SHAWNEE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 17.90	8.07
GROUP 2.....	\$ 17.65	8.07
GROUP 3.....	\$ 17.40	8.07
GROUP 4.....	\$ 17.05	8.07
GROUP 4A.....	\$ 17.30	8.07

GROUP 1: Asphalt paver and spreader, Backhoe, Boring machine, Blades, all types, Clamshell, Concrete mixer paver operator, Concrete plant operator (automatic); Crane, Truck crane, Pitman crane, Hydro crane or any machine with power swing, Derrick or derrick trucks; Dragline operator, Dredge

KS030006.txt

operator, Dozer, Ditching machine, Euclid loader, Hoist, 2 active drums, Loader, all types, Mechanic or welder, Mixermobile, Multi-unit scraper, Piledriver operator, Power shovel operator, Quad track, Scoop operator, all types, Sideboom cat, Cheery picker, Skimmer scoop operator, Push cat operators.

GROUP 2: Asphalt plant operator, Elevating grader operator.

GROUP 3: A-frame truck, Asphalt roller operator, Asphalt plant boiler fireman, Backfiller operator, Barber green loader, Boiler, other than asphalt, Bull float operator, Churn drill operator, Compressor operator (1), Concrete central plant operator, Concrete mixer operator, skip, Concrete pump operator, Crusher operator, Distributor operator, Finish machine operator, concrete, Fireman, other than asphalt, Flex plane operator, Fork lift, Form grader operator, Greaser, Hoist, 1 drum, Jeep ditching machine, Pavement Breaker, self-propelled (of the hydra hammer or similar type), pump operator, 4" or over, two, pump operator, other than Dredge screening and wash plant operator, Small machine operator, Spreader box operator, self-propelled, Tractor operator, over 50 h. p., Self-propelled roller operator, other than asphalt siphons and jets, Subgrading machine operator, Tank car heater operator, Combination booster and boilers, Towboat operator, Vibrating machine operator, not hand.

GROUP 4: Concrete gang saw, Self-propelled (con-cut), Conveyor operator, Harrow, disc. seeder, Oiler, Tractor operator, 50 h. p. or less without attachments.

GROUP 4A: Oiler, Motor crane.

HOURLY PREMIUMS: Following classifications shall receive (\$.25) above Group I rate: Clamshells - 3 yd. capacity or over, Crane or rigs, 80 ft. of boom or over (including jib), Draglines, 3 yd. capacity or over, Piledrivers 80 ft of boom or over (including jib), Shovels and backhoes, 3 yd. capacity or over.

IRON0010-002 04/01/2001

LEAVENWORTH COUNTY

	Rates	Fringes
Ironworkers:.....	\$ 22.70	11.63

IRON0010-005 04/01/2001

DOUGLAS, JEFFERSON, AND SHAWNEE COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 19.70	11.63

LAB00142-001 04/01/2001

	Rates	Fringes
Laborers: DOUGLAS AND SHAWNEE COUNTIES		

	KS030006. txt	
GROUP 1.....	\$ 12.20	4.15
GROUP 2.....	\$ 12.45	4.15
JEFFERSON COUNTY		
GROUP 1.....	\$ 11.80	4.15
GROUP 2.....	\$ 12.05	4.15

GROUP 1: Board mat weavers & cable tiers, georgia buggy (manually operated), mixerman-no skip lift, salamander tenders, track men, tractor swamper, truck dumper, wire mesh setter, water pump up to 4 inches, and all other general laborers including flagman.

GROUP 2: Air tool operators, cement handlers (bulk), chain saw, georgia buggy (mechanically operated), grademan, hot mastic kettleman, crusher feeder, joint man, jute man, mason tender, material batch hopper and scale man, mixer man, pier hole man (working 11 feet deep), pipelayer - drainage (concrete and/or corrugated metal), signal man (crane), truck dumper - dry batch, vibrator operator, wagon and churn drill operator, asphalt raker, barco tamper, concrete saw, creosote material - handling and applying, nozzle burner (cutting torch and burning bar), conduit pipe, water and gas distribution lines, tile and duct line setter, form setter and liner on concrete paving, powderman, sandblasting and gunite nozzleman, sanitary sewer pipe layer, steel plate structure erectors, screed man.

LAB01290-008 02/01/1997

DOUGLAS AND SHAWNEE COUNTIES

	Rates	Fringes
Asbestos Abatement/Hazardous Waste Preparation, removal and encapsulation of hazardous materials from non-mechanical systems.....	\$ 10.40	3.80

LAB01290-011 02/01/1997

LEAVENWORTH COUNTY

	Rates	Fringes
Asbestos Abatement/Hazardous Waste Preparation, removal and encapsulation of hazardous materials from non-mechanical systems.....	\$ 11.40	4.15

LAB01290-013 02/01/1997

JEFFERSON COUNTY

	Rates	Fringes
Asbestos Abatement/Hazardous Waste Preparation, removal		

and encapsulation of
 hazardous materials
 from non-mechanical
 systems..... \$ 10.00 3.80

LAB01290-019 04/01/2003

LEAVENWORTH COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 17.71	7.79
GROUP 2.....	\$ 18.84	7.79

GROUP 1: Board mat weavers & cable tiers, georgia buggy (manually operated), mixerman-no skip lift, salamander tenders, track men, tractor swamper, truck dumper, wire mesh setter, water pump up to 4 inches, and all other general laborers including flagman.

GROUP 2: Air tool operators, cement handlers (bulk), chain saw, georgia buggy (mechanically operated), grademan, hot mastic kettleman, crusher feeder, joint man, jute man, mason tender, material batch hopper and scale man, mixer man, pier hole man (working 11 feet deep), pipelayer - drainage (concrete and/or corrugated metal), signal man (crane), truck dumper - dry batch, vibrator operator, wagon and churn drill operator, asphalt raker, barco tamper, concrete saw, creosote material - handling and applying, nozzle burner (cutting torch and burning bar), conduit pipe, water and gas distribution lines, tile and duct line setter, form setter and liner on concrete paving, powderman, sandblasting and gunite nozzle man, sanitary sewer pipe layer, steel plate structure erectors, screed man.

PLAS0044-002 04/01/1997

	Rates	Fringes
Cement Masons:		
DOUGLAS & SHAWNEE		
COUNTIES.....	\$ 14.25	2.95
JEFFERSON COUNTY.....	\$ 13.65	2.95

PLAS0518-003 04/01/2001

LEAVENWORTH COUNTY

	Rates	Fringes
Cement Mason.....	\$ 20.40	8.15

PLUM0165-004 06/01/2001

JEFFERSON AND SHAWNEE COUNTIES

	Rates	Fringes
Plumber.....	\$ 24.24	7.35

PLUM0533-003 12/01/1999

LEAVENWORTH COUNTY

	Rates	Fringes
Pipefitter.....	\$ 26.38	9.53

PLUM0763-003 08/01/2001

DOUGLAS COUNTY

	Rates	Fringes
Plumber/Pipefitter Industrial and Commercial Projects.....	\$ 24.63	6.80
Light Commercial Projects: (heating, cooling and plumbing on construction projects bid for \$50,000 or less, but does not include industrial, hospitals, colleges, and university projects)....	\$ 21.19	6.80

* TEAM0541-005 04/01/2004

LEAVENWORTH COUNTY:

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 24.40	8.11
GROUP 2.....	\$ 23.85	8.11
GROUP 3.....	\$ 23.34	8.11

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Mechanics and welders, A-frame low boy - boom truck driver.

GROUP 2: Material trucks, Tandem two teams, Semi-trailers, Winch trucks-fork trucks, Distributor drivers and operators, Agitator and transit mix, Tank wagon drivers, Single axle, Tank wagon drivers, Tandem or semi-trailer, Isley wagons, dump trucks, Excavator, 5 cu. yds., and over, Dumpsters, Half-tracks, Speedace, Euclids and other similar excavating equipment, One team, Station wagons, Pickup truck, Material trucks, single axle, Tank wagon drivers, single axle.

GROUP 3: Oilers and Greasers.

TEAM0541-008 03/25/2000

	Rates	Fringes
Traffic control service driver.....	\$ 14.15	2.44+a

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a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

TEAM0696-001 03/16/1997

DOUGLAS, JEFFERSON AND SHAWNEE COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 10.60	2.95
GROUP 2.....	\$ 10.70	2.95
GROUP 3.....	\$ 10.85	2.95

GROUP 1: Pickups, Panel trucks, Station wagons, Flat beds, Dump and batch trucks, single axle

GROUP 2: Tandem trucks, Warehousemen or partsmen, Mechanic helpers and servicemen

GROUP 3: Lowboys, Semi-trailers, all Transit mixer truck (single or tandem Axle), A-frame and winch trucks when used as such, Euclid, end and bottom dump, Tournarockers, Atheys, Dumpsters and similar off-road equipment and mechanics on such equipment

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: KS030008 06/04/2004 KS8

Superseded General Decision Number: KS020008

State: Kansas

Construction Types: Building

Counties: Johnson, Leavenworth, Miami and Wyandotte Counties in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	03/05/2004
3	04/16/2004
4	06/04/2004

ASBE0027- 001 10/01/2003

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.).....	\$ 25.87	16.45

BOIL0083- 001 09/01/2001

	Rates	Fringes
Boilermaker.....	\$ 25.01	11.14

BRKS0015- 003 04/01/2003

	Rates	Fringes
Brickmason.....	\$ 25.20	10.80

BRKS0015- 004 06/01/2002

	Rates	Fringes
Tile Setter.....	\$ 26.57	5.80

CARP0007- 002 04/01/2003

KS030008. txt
Rates Fringes

Carpenter (Including
acoustical ceilings and
drywall hanging)..... \$ 27. 40 8. 48

CARP0007- 015 04/01/2003

Rates Fringes

Millwright..... \$ 27. 40 8. 48

ELEC0124- 005 09/29/2003

Rates Fringes

Electrician..... \$ 30. 73 13. 82

* ENGI1101- 001 04/01/2004

Rates Fringes

Power equipment operators:
150 ft. or less of
Boom, Overhead
Cranes, Hydraulic
Cranes..... \$ 28. 66 10. 44
With 225 feet of boom
or over (including
jib) receive a
premium of \$1. 25 per
hour..... \$ 29. 91 10. 44
Fork Lift-all types
and sizes..... \$ 25. 16 10. 44
Oiler..... \$ 21. 35 10. 44

IRON0010- 009 04/01/2003

Rates Fringes

Ironworker, reinforcing and
structural..... \$ 24. 10 13. 73

* LAB01290- 002 04/01/2004

Rates Fringes

Laborers:
Brick Tender/Hod..... \$ 21. 70 9. 06
Carpenter Tender..... \$ 22. 10 9. 06
General..... \$ 21. 30 9. 06

PAIN0003- 007 04/01/2001

Rates Fringes

Drywall Finisher/Taper..... \$ 23. 10 6. 48

PLAS0518-004 04/01/2003

	Rates	Fringes
Cement Mason.....	\$ 22.93	10.55

PLAS0518-015 04/01/2003

	Rates	Fringes
Plasterer.....	\$ 22.65	9.85

PLUM008-008 06/01/2003

	Rates	Fringes
Plumber (Excluding HVAC Work:) Miami.....	\$ 28.83	11.22

PLUM0533-002 06/01/2002

	Rates	Fringes
Pipefitter.....	\$ 29.78	11.68

ROOF0020-006 06/01/2003

	Rates	Fringes
Rofer.....	\$ 26.45	7.99

SFKS0314-001 07/01/1999

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.15	6.95

SHEE0002-002 07/01/2003

	Rates	Fringes
Sheet metal worker (INCLUDING HVAC DUCT WORK).....	\$ 32.52	9.88

SUKS2002-002 10/30/2002

	Rates	Fringes
Glazier.....	\$ 11.00	2.27
Laborer: Form setter.....	\$ 14.00	
Painter, Brush and Roller (Excluding Drywall Finisher/Taper).....	\$ 17.83	4.56

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

TEAM0541-016 04/01/2003

	Rates	Fringes
Truck Driver		
Dump, Trailer.....	\$ 24.29	7.00+a

FOOTNOTE

a: An employee who has worked 1300 hrs. or more for an employer during the last full year shall receive 1 week vacation.

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

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Washington, DC 20210

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END OF GENERAL DECISION