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PROJECT MANAGEMENT PLAN

FINAL PROJECT MANAGEMENT PLAN FOR THE COMPLIANCE RESTORATION SITE CC-RVAAP-80 GROUP 2 PROPELLANT CAN TOPS AND OTHER ENVIRONMENTAL SERVICES

Ravenna Army Ammunition Plant (RVAAP)
Ravenna, Ohio

Contract No. W912QR-10-P-0058

Submitted to



U.S. Army Corps of Engineers, Louisville
600 Dr. Martin Luther King, Jr. Place
Louisville, KY 40202

Submitted by



PIKA International, Inc
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December 17, 2010

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DOCUMENT DISTRIBUTION

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PIKA Project Manager	2	2
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RVAAP Facility Manager	2	2
USACE Project Manager - Louisville	2	2

OHARNG – Ohio Army National Guard

Ohio EPA/NEDO/DERR – Ohio Environmental Protection Agency Northeast District
Office Division of Emergency and Remedial Response

PIKA – PIKA International Inc.

REIMS – Ravenna Environmental Information Management System

RVAAP – Ravenna Army Ammunition Plant

USACE – United States Army Corps of Engineers – Louisville District

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ACRONYMS AND ABBREVIATIONS

ADR-EDMS	Automated Data Review - Electronic Data Management System
APP	Accident Prevention Plan
BRACD	U.S. Army Base Realignment and Closure Division
CD	Compact Disc
CEHNC	U.S. Army Engineering Support Center, Huntsville
CELRL	U.S. Army Engineers, Louisville District
COR	Contracting Officer's Representative
CR	Compliance Restoration
DFFO	Directors Final Findings and Orders
DoD	Department Of Defense
EM	Engineering Manual
EOD	Explosive Ordnance Disposal
EP	Engineering Pamphlet
ERIS	Environmental Restoration Information System
ES&H	Environmental, Safety And Health
FFP	Firm Fixed Price
GOCO	Government-Owned, Contractor-Operated
GPR	Ground Penetrating Radar
HAZWOPER	Hazardous Waste Operations and Emergency Response
HMX	Cyclotetramethylenetetranitramine
HTRW	Hazardous, Toxic, and Radioactive Waste
IDW	Investigation Derived Waste
IED	Improvised Explosive Device
IOC	Industrial Operations Command
KO	Contracting Officer
LCD	Liquid Crystal Display
MC	Munitions Constituents
MD	Munitions Debris
MEC	Munitions And Explosives of Concern
MI	Multi-Increment
mm	Millimeter
MOA	Memorandum of Agreement

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msl	Mean Sea Level
NELAP	National Environmental Laboratory Accreditation Program
OE	Ordnance Explosives
Ohio EPA	Ohio Environmental Protection Agency
OHARNG	Ohio Army National Guard
OSHA	Occupational Safety and Health Administration
PETN	Pentaerythritol Tetranitrate
PIKA	PIKA International, Inc.
PjM	Project Manager
PM	Program Manager
PMP	Project Management Plan
POC	Point of Contact
PPE	Personal Protective Equipment
QAPP	Quality Assurance Project Plan
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Plan
QSM	Quality Systems Manual
RAB	Restoration Advisory Board
RDX	Royal Demolition Explosive (Cyclotrimethylenetrinitramine)
REIMS	Ravenna Environmental Information Management System
RFP	Request For Proposal
RRD	Range Related Debris
RVAAP	Ravenna Army Ammunition Plant
SOW	Scope of Work
SSHO	Site Safety And Health Officer
SSHP	Site-Specific Safety and Health Plan
SUXOS	Senior UXO Supervisor
TNT	Trinitrotoluene
USACHPPM	United States Army Center For Health Promotion and Preventive Medicine
USACE	United States Army Corps of Engineers
USAEC	United States Army Environmental Command
USP&FO	United States Property and Fiscal Officer
UTM	Universal Transverse Mercator
UXO	Unexploded Ordnance

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UXOSO	Senior UXO Safety Officer
UXOQCS	UXO Quality Control Specialist
WP	Work Plan

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1.0 INTRODUCTION

This Project Management Plan (PMP) was prepared under Contract W912QR-10-P-0058, for the initial investigation of the Compliance Restoration Site CC-RVAAP-80 Propellant Can Tops Area and removal of accumulated water from the excavation at Ravenna Army Ammunition Plant (RVAAP) Load Line 2 building 802 at the RVAAP in Ravenna, Ohio. This PMP was prepared to satisfy the requirements listed in the Scope of Work (SOW) dated 22 March 2010 and the PIKA International, Inc. (PIKA) proposal dated 17 May 2010. This PMP is designed to be the general project guidance document for the investigation and water removal operations, describing the project approach, schedule, deliverables, and resource organization required to execute the project and meet project performance objectives.

The purpose of this PMP is to:

- Document PIKA's technical approach for conducting the investigation and water removal operations;
- Identify the project deliverables and distribution lists;
- Present a detailed base-line schedule that includes milestones and cost; and
- Identify the project organization, members of the project team, and their roles and responsibilities.

The baseline project schedule included in this PMP (Appendix A) will be updated regularly and other sections of the document will be updated as needed. Separate documents will be developed and submitted for project specific activities.

1.1 Project Objective

The objective of this project is to conduct and initial investigation of the Group 2 Propellant Can Tops area in order to achieve the following:

- Delineate the boundaries of the propellant can tops area; and
- Confirm the presence or absence of release of propellants and /or other munitions constituents (MC) to the surface soils at the site.

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- Remove accumulated water from the excavation at RVAAP LL2 building 802 in order to facilitate completion of site restoration operations by others under a previously awarded BRACD contract.

In addition, PIKA will perform the following tasks:

- Perform geophysical delineation of the buried or near surface materials (propellant can tops, etc.) in the designated Group 2 Area;
- Collect surface soil samples based upon the results of the geophysical delineation;
- Analyze soil samples for TAL Metals, and common propellants used by the Department of Defense (DoD) including Nitrocellulose, Nitroguanidine, Nitroglycerine and Perchlorate. One of the samples will also be analyzed for the RVAAP full Suite;
- Dispose of all Investigation Derived Waste (IDW);
- Prepare investigation report; and
- Pump and remove accumulated water from the excavation at RVAAP LL2 building 802 in accordance with Ohio Environmental Protection Agency (Ohio EPA) requirements for ground application.

PIKA will complete these tasks in a manner that promotes:

- Safety – PIKA will execute all work in a manner that ensures the health and safety of the workforce and the public at large. All work will be completed in accordance with the Request for Proposal (RFP), SOW, U.S. Army Corps of Engineers (USACE) Safety Manual (Engineering Manual [EM] 385-1-1), 29 CFR1910.120, Site-Specific Work Plan (WP) with its integral Site Specific Safety and Health Plan (SSHP), USACE EM 385-1-97, Explosives Safety and Health Requirements Manual, RVAAP Plant Protection Plan and other U.S. Army Engineering Support Center, Huntsville (CEHNC)/USACE guidance to include all compliance documents listed in the RFP;
- Environmental Sensitivity – PIKA will execute the project in a manner that minimizes the environmental impact to the site and its surroundings. PIKA will use all possible caution to avoid actions that could disturb these features;

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- Schedule and Budget Performance – The project is a firm fixed price (FFP) contract and will be executed in accordance with the schedule outlined in the SOW. PIKA will execute the project in a cost-effective and schedule-certain manner; and
- Regulatory Acceptability – PIKA will conduct the project Waste (IDW) in accordance with all applicable State, Federal, and local rules, laws, regulations, and guidance to include the compliance document listed in the RFP.

1.2 Document Organization

The PMP is organized following the requirements stated in the SOW and includes the following sections:

- Section 1.0 – Introduction
- Section 2.0 – Site Background
- Section 3.0 – Summary of Work and Proposed Approach
- Section 4.0 – Project Execution and Coordination
- Section 5.0 – Resources and Organization
- Section 6.0 – Project Reporting and Deliverables
- Section 7.0 – Detailed Work Schedule
- Section 8.0 – References

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2.0 SITE BACKGROUND

2.1 RVAAP Site History

RVAAP is located in east-central Portage County and southwestern Trumbull County, Ohio, approximately 3 miles east-northeast of Ravenna and approximately 1 mile northwest of the town of Newton Falls (Figure 2-1). The locations of the Compliance Restoration (CR) site CC-RVAAP-80 Group 2 Propellant Can Tops and RVAAP LL2 building 802 (Water Removal) within the RVAAP is presented as Figure 2-2. A site map showing location of CC-RVAAP-80 at Group 2 is presented as Figure 2-3. A site map showing RVAAP LL2 building 802 is presented as Figure 2-4.

Until 1999, the RVAAP was identified as a 21,419 acre installation. The Ohio Army National Guard (OHARNG) resurveyed the property boundary, finishing in 2003, and the actual total acreage was 21,683.289 acres. As of February 2006, 20,403 acres had been transferred to the U. S. Property and Fiscal Office (USP&FO) for Ohio for use as an OHARNG training site. Currently, RVAAP consists of 1,280 acres scattered in several distinct parcels throughout the confines of the OHARNG's Camp Ravenna. RVAAP's remaining parcels of land are located within Camp Ravenna, and are completely enclosed by the Camp Ravenna perimeter fence.

Camp Ravenna did not exist when the RVAAP was operational, and the entire 21,683 acre parcel was a government-owned, contractor-operated (GOCO) industrial installation. References to the RVAAP in this document consider the historical extent of the installation (inclusive of the combined acreage of the current Camp Ravenna and RVAAP) unless specifically stated.

Past DoD activities at RVAAP began in 1940 and included manufacturing, loading, handling, storage and disposition of military ammunition and explosives. The industrial operations at RVAAP consisted of 12 munitions assembly facilities referred to as "load lines". Load Lines 5 through 11 were used to manufacture fuzes, primers, and boosters. Complete 40 millimeter (mm) rounds were also assembled at Load Line 7. Load Line 12 was used to produce ammonium nitrate for explosives and fertilizers before use as a renovation and demilitarization facility. In addition, RVAAP also had several areas used for burning, demolition, and testing of munitions. These burning grounds and demolition (or test areas) consisted of large parcels of open space or abandoned quarries. Potential contaminants in these load

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lines may include, but are not limited to, lead azide, lead styphnate, lead thiocyanate, antimony sulfide, potassium chlorate, mercury fulminate, black powder, trinitrotoluene (TNT), royal demolition explosive [cyclotrimethylenetrinitramine] (RDX), cyclotetramethylenetetranitramine (HMX), pentaerythritol tetranitrate (PETN), Composition B (a mixture of 63% HMX, 36% TNT and 1% wax), Octol (a mixture of 70-75% HMX and 25-30% TNT), nitrocellulose, nitroguandine, and nitroglycerin.

2.2 CC-RVAAP-80-Group 2 Propellant Can Tops and RVAAP-09 Load Line 2

CC-RVAAP-80 consists of the Group 2 Propellant Can Tops area. Propellant can lids or tops were identified on the ground surface/near surface at the southern end of the former Group 2 Ammunition Storage Area. These materials are typically classified as Range Related Debris (RRD) (similar to munitions packaging materials); however, this site was never used or classified as operational range. It is believed that the discarded propellant can tops might qualify as inert scrap metal.

The propellant can tops located at the south end of Group 2 were initially identified by OHARNG trainees in the winter of 2008. The propellant can tops were observed in the vegetative area located immediately south of the ammunition storage magazines in the vicinity of the southern railroad spur lines (see Figure 2-3). This area consists of approximately 539,572 square ft (12.4 acres).

The Louisville District USACE performed an emergency survey with a metal detector of a portion of the southern area ground surface. Results of the initial investigation revealed multiple magnetic anomalies in the surface and near surface soils. On-site personnel visually identified the surface anomalies as propellants can lids or tops. During the emergency survey it was noted that the ground surface had been disturbed and contained hummocks (mounds) ranging in height from 1' to 2' throughout the survey area.

As such the propellant can tops or RRD are of environmental concern for the subject area. A geophysical survey is necessary to identify the anomalies and anomalous areas within the subject area, and to characterize the subject area boundary(s).

The anomalies and anomalous areas should be clearly marked during the field survey in order to facilitate a limited soil investigation, and possible future clean up

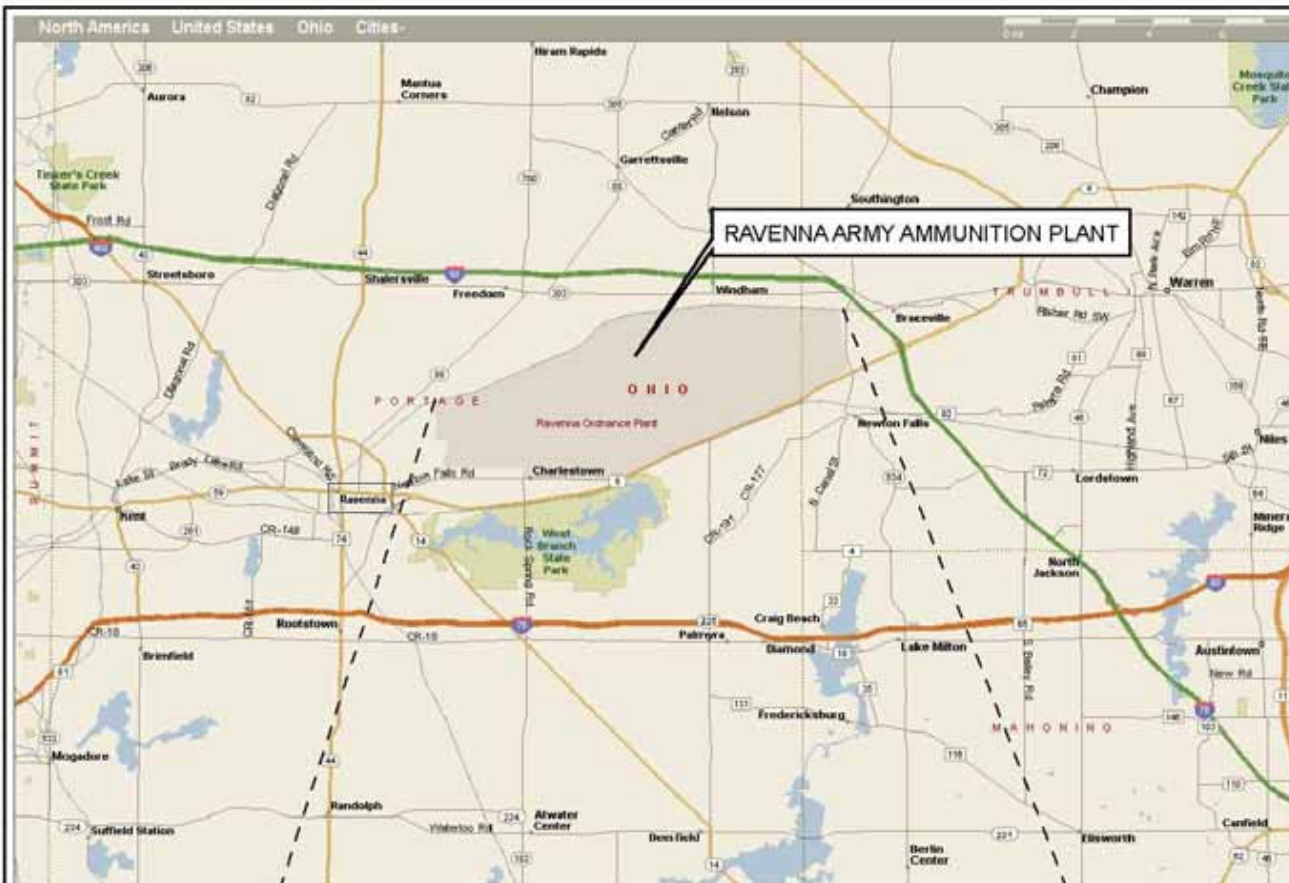
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activities. The limited soil investigation is warranted to assess possible releases of propellant munitions constituents (MC) to the surface soils in the vicinity of the can tops.

The site is a low probability site in regards to encountering MEC. Therefore, only unexploded ordnance (UXO) construction support will be needed for the project. However, if prior to this project or during any phase of this project MEC are found at the site, the project may be stopped and the site will need to be re-evaluated and potentially assigned a new probability rating.

RVAAP- 09 Load Line 2

Former building slab removal operations conducted at Load Line 2 (RVAAP-09) building DB-802 exposed a large cavity beneath the floor slab which resulted in the accumulation of water. Restoration activities are now planned at this location, and the accumulated water needs to be removed to assist in the restoration of the site.



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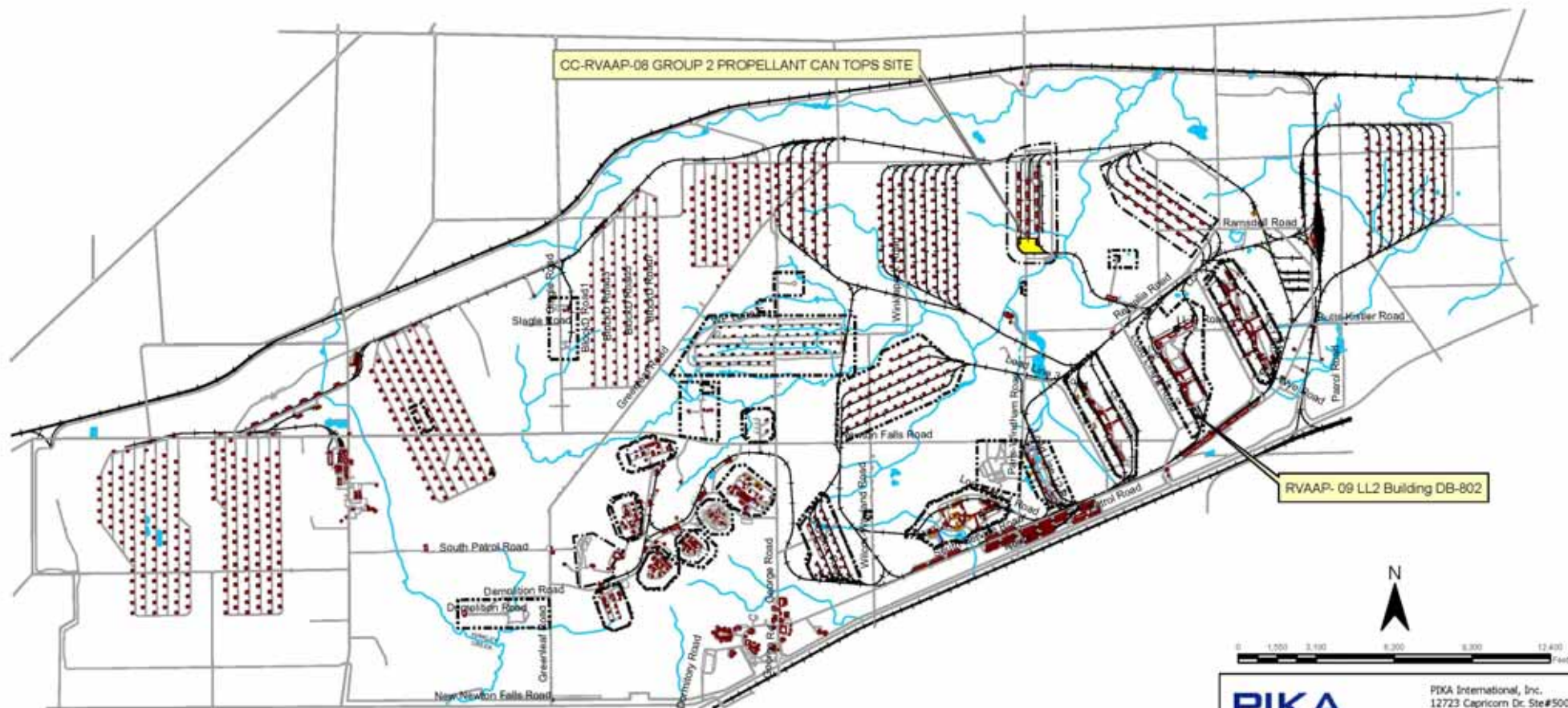
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Ravenna, OH

FIGURE 2-1 - GENERAL LOCATION AND
ORIENTATION OF RVAAP

Drawn On: 12/01/2010 Drawn By: QX

- Legend**
- Water Bodies
 - Buildings
 - Walkways
 - Railroads
 - Berms

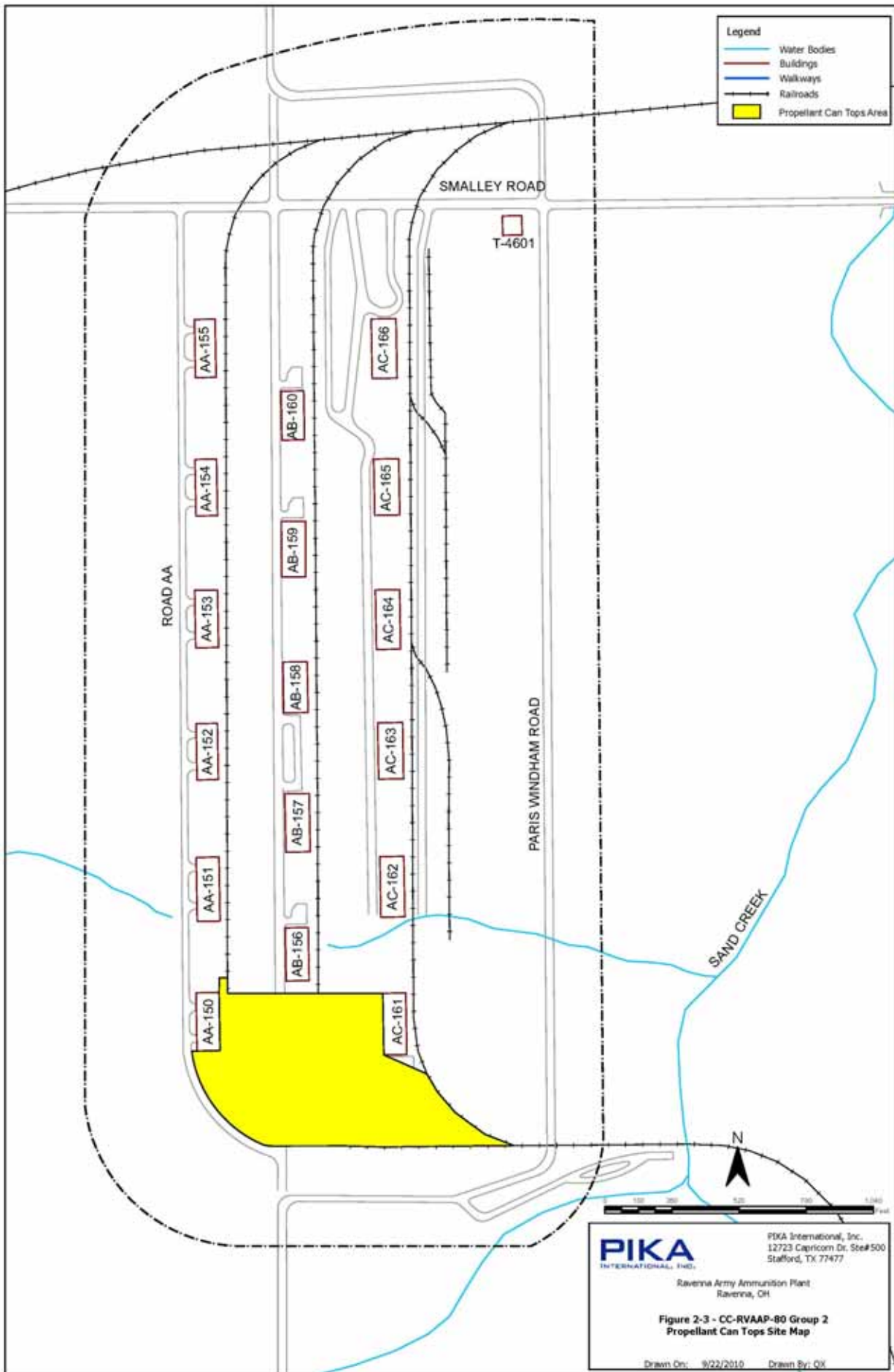


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**Figure 2-2 Compliance Restoration Site CC-RVAAP-08
Group 2 Propellant Can Tops and RVAAP-09 Load
Line 2 Building DB-802 within RVAAP**

Drawn On: 8/05/2010 Drawn By: QX



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2.3 RVAAP Site Climate

The site lies at approximately 41° 12' 40.23" north latitude and 81° 02' 53.80" west longitude at an elevation of 1,043 feet above mean sea level (msl). The site has hot humid summers and cold damp winters with a maximum yearly mean temperature of 80° Fahrenheit in July and a minimum yearly mean temperature of 16° Fahrenheit in January. The yearly average mean temperature is approximately 50° Fahrenheit with rainfall averages of 35 inches per year and snowfall averages of 25 inches per year.

2.4 RVAAP Geology

The RVAAP consists of glacial materials and developed soils. The glacially deposited parent material contains a high percentage of clay materials. The glacial material varies in thickness and character across the RVAAP and is presumed to be tens of feet thick. The dominant soils are silts or clay loams. The glacial material lies over bedrock consisting of an upper hard fissile shale unit and a lower, highly porous and permeable, cross-bedded and, in some locations, highly fractured and weathered sandstone unit. The shale unit has been eroded and is absent in many locations.

2.5 Regulatory Considerations

All regulatory coordination shall be approved by the Army through the USACE Louisville District Contracting Officer's Representative (COR) and the RVAAP Facility Manager. PIKA will provide the necessary support to initiate, schedule, and address all regulatory aspects of the project (e.g., organizing discussions with regulators concerning project objectives and completion requirements, obtaining regulator comments on site documents and addressing them, and obtaining written documentation of completion from the regulators for the CC-RVAAP-80 investigation). The COR, or designee, and the Facility Manager will attend and represent the Army at all meetings with the regulators. With approval of the COR or Facility Manager, PIKA may also informally discuss site investigation issues with regulators and provide an investigation report back to the Facility Manager and COR. The Army will be the signature authority for all regulatory agreements and remediation documentation.

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3.0 CLIN NO. 1 – ENVIRONMENTAL INVESTIGATION AT RESTORATION SITES CC-RVAAP-80 SUMMARY OF WORK AND PROPOSED APPROACH

The tasks associated with Environmental Investigation at Restoration Site CC-RVAAP-80 are organized as follows:

- Project Management – TASK 1
- Preparation of Work Plan and Supporting Documents – TASK 2
- Implementation of Work Plan – TASK 3

3.1 TASK 1 - Project Management – TASK 1

PIKA will provide a Project Manager qualified to oversee all work described in the SOW. The project Manager will serve as the single point of contact (POC) and liaison for all work required. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors, and omissions and to ensure the accuracy of all work completed under this SOW. PIKA will accept direction only from the USACE Contracting Officer (KO) or designated COR. Any changes to the SOW must be authorized in writing by the KO.

3.1.1 Task 1.1 - Prepare Project Management Plan

This task includes the preparation of this PMP; including the Quality Control Plan (QCP) (Appendix D). This PMP specifies the schedule, technical approach, and resources required for the planning, execution, and completion of all of the performance objectives specified relative to CLIN No. 1 - Environmental Investigation at Restoration Site CC-RVAAP-80. This PMP includes a detailed work schedule (Appendix A) that lists the proposed milestones and due dates necessary to meet the performance objectives and contract requirements through the contract period. The work schedule will be tied to a payment plan that allows for payments due upon attainment of agreed interim milestones. Each milestone or bill point will be based on the delivery of an identifiable increment of work. PIKA plans to have this schedule coordination made a routine part of the stakeholder coordination meetings.

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The QCP has been developed to define how quality control will be executed for products and performance of work activities by all personnel, including subcontractors.

3.1.2 Task 1.2 - Prepare Site Safety and Health Plan

This task includes preparation of a Site – Specific Safety and Health Plan (SSHP) addenda for each appropriate task of the project. The SSHP will be presented as an addendum to the facility-wide health and safety plan (USACE 2001a). The SSHP addendum will address task hazard analyses, emergency response, contingency plans, and emergency contacts. The SSHP will include UXO avoidance services. The SSHP will meet the requirements of federal, state, and local regulations and will identify safety and health regulations applicable to the work.

3.1.3 Task 1.3 - Project Execution

The following activities and deliverables will be performed in support of this project:

- Project Kick-off Meeting – Upon Army and Ohio EPA approval of the PMP and SSHP, PIKA will conduct an initial Project Kick-Off Meeting at the RVAAP facility. During the meeting PIKA will present details of the PMP, the SSHP and the anticipated approach to conducting the investigation activities. The Kick-Off Meeting is intended to assist the contractor (PIKA) with the submittal and stakeholder approval of the related Work Plan Documents.
- Monthly Progress Report - PIKA will prepare monthly progress reports to the USACE for every month by the fifth (5th) day of the following month. The monthly reports will include an accurate and current account of all work completed and deliverables furnished to the government. Progress reports will be prepared following the described sections presented in Section XVI of the Ohio EPA Director's Final Findings and Orders (DFFO). Reports will be submitted to the RVAAP Contracting Officer's Representative (COR) staff, Ohio EPA, Base Realignment and Closure (BRAC) field office and USACE detailing the project status, milestones, schedule, safety production data and other pertinent information. The monthly report will arrive at CELRL by the 5th

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day of the month. Detailed photographic documentation will be included with the report.

- Record of Conversations – PIKA will prepare and maintain records of telephone conversations and significant verbal conversations conducted in support of this project. These records will be forwarded with monthly progress reports.
- Teleconference Progress Updates – PIKA will attend periodic teleconference progress meetings with the USACE to provide project status updates. The progress update meetings are currently held on a bi-weekly basis.
- Meeting Minutes Documentation – PIKA will document discussions at all meetings held in support of this project.
- Public Involvement / RAB meetings – PIKA will attend a minimum of one (1) applicable RAB meeting during the specified period of performance at the direction of the COR.

The above activities will be conducted by the PIKA PM to achieve project execution, and maintain client correspondence with the USACE.

3.2 Task 2.0 - Preparation of Work Plan and Supporting Documents

PIKA will prepare a work plan (WP) and the necessary documents to implement and complete an initial environmental investigation at the designated Group 2 Propellant Can Tops Area. The investigation will consist of a geophysical delineation of the designated area, and a limited soil investigation of the surface soil in this area. The WP will describe all aspects of the site activities associated with the implementation of the SOW and will be written to allow for the inclusion of additional tasks, if added work is necessary. The investigation specific Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) are also included in the Work plan.

Consistent with the RVAAP deliverable document format guidelines, the deliverables will consist of the WP, the sampling and analysis plan (SAP), the Accident Prevention Plan (APP) inclusive of the SSHP as described in task 3.1.2), and the

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QAPP. The WP documents will follow the most recent version of the outline specified in the RVAAP deliverable document format guidelines.

3.3 Task 3.0 - Implementation of Work Plan

Within 30 days of Final WP approval, PIKA will begin implementation of the WP by performing the field assessment activities specified in the approved plan. A revised schedule for implementation of field activities may be warranted due to weather conditions or other unforeseen changes in the project schedule. The USACE reserves the right to modify the schedule for field activities due to inclement weather, and for safety and health purposes.

PIKA will be responsible for and bear all associated costs necessary to achieve the objectives of the WP. This includes, but is not limited to, possible vegetation clearing activities, the geophysical delineation, and the soil sampling and analysis activities. Right of Entry to the Ravenna facility will be coordinated with the OHARNG and the Army. Coordination with both agencies will first go through Ravenna Facility Manager.

3.3.1 Task 3.1 - Geophysical Delineation

PIKA will implement and complete a geophysical delineation of the buried or near surface materials (propellant can tops, etc.) in the designated Group 2 area. The geophysical equipment will be appropriate and capable of identifying horizontal and vertical anomalies caused by buried waste. PIKA will perform a Ground Penetrating Radar (GPR) and Electromagnetic survey using sensors and Software Noggin 250 MHz and a 500 MHz GPR system. An Electromagnetic EM-61, a portable time domain instrument with a coincident transmitter/receiver coil and second parallel receiver coil will be utilized as well. The designated survey area (approximately 13 acres total) will be surveyed into 200 feet by 200 feet grids. The spacing within the grids will be 3 feet and the EM 61 will cover the area 100%. GPR will be used to quantify unknown anomalies seen within the processed data. The Noggin GPR instrumentation generates real-time images on a liquid crystal display (LCD), which can later be uploaded to a computer. Geophysical data analysis will consist of an evaluation of anomaly density concentrations and an interpretation of contamination boundaries. Maps that display the geophysical anomalies with annotated,

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interpreted, and identified physical features will be provided in geo-referenced image file format.

The geophysical survey personnel will be capable of producing working maps in the field or be capable of transmitting data back to the office and receiving a map back from the office prior to beginning work the next day.

3.3.2 Task 3.2 - Collecting Surface Soil Samples

PIKA will collect Multi-Increment® (MI) surface soil samples based on the results of the geophysical delineation in order to assess possible releases of propellants MC to the surface soils. Up to three (3) (3 maximum plus QA samples) biased MI surface soil samples will be collected within those areas that are identified to include near surface propellant can tops or other possible waste materials.

The MI surface soil samples will be approximately one quarter of an acre or less in size and will be obtained from 0 to 1 foot below ground surface (bgs). Based upon the results of the geophysical delineation, multiple smaller areas where anomalies are found may be combined into one designated MI sample area. In accordance with the requirements of Engineering Pamphlet (EP) 75-1-2 *Munitions and Explosives of Concern (MEC) Support During Hazardous, Toxic, and Radioactive Waste (HTRW) and Construction Activities*, anomaly avoidance will be used during sampling to ensure soils around the anomalies can be collected to the desired depth of 1 foot bgs.

For each sampling location, a minimum of 30 random aliquots will be collected, placed in a plastic lined container and mixed in the field. The aliquot locations will be selected by sample personnel walking over the entire area randomly selecting aliquot locations, which will be marked with flagging. The resultant MI® sample from each area will be forwarded to the offsite laboratory identified in Section 2.0 of the SAP where they will be air dried, sieved, and ground to homogenize the sample prior to analysis.

3.3.3 Task 3.3 - Sample Analysis

All samples will be analyzed for TAL Metals, and common propellants used by the DoD including Nitrocellulose, Nitroglycerine, Nitroguanidine, and Perchlorate. One

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(1) of the samples will also be analyzed for the RVAAP full suite as prescribed in the Facility Wide SAP. PIKA will provide for quality control testing as specified in the facility wide SAP. QA samples will be collected at a frequency of 10% and sent to a lab contracted by the USACE. All analytical data will be reported per Ravenna specific Automated Data Review (ADR) specifications. Analytical methods will be in accordance with the Facility-Wide SAP and the Contractor's approved Work Plan. Our UXO Team will provide construction support/anomaly avoidance procedures in accordance with the requirements of Engineering Pamphlet (EP) 75-1-2 *MUNITIONS AND EXPLOSIVES OF CONCERN (MEC) SUPPORT DURING HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE (HTRW) AND CONSTRUCTION ACTIVITIES*.

IDW samples will be analyzed for the Full List TCLP for waste characterization purposes. It is PIKA's understanding that upon project completion, the Government will de-obligate any unused funds associated with this Task.

3.3.4 Task 3.4 - Disposal of IDW

All IDW, including soil cuttings, personal protective equipment, disposable sampling equipment, and decontamination fluids, will be properly segregated handled, labeled, characterized, managed and disposed in accordance with Section 7.0 of the Facility-Wide SAP. At the conclusion of the field activities, all IDW will be documented as to characterization, classification and disposition of all IDW. All shipments of IDW off site will be coordinated through the RVAAP Facility Manager.

3.3.5 Task 3.5 - Data Management/Data Validation

EPA CLP Level IV data validation will be required to meet the requirements of the DoD Quality Systems Manual (QSM). PIKA will perform data verification for all analytical results according to the process provided in the Louisville QSM Supplement and quality control (QC) criteria in the DoD QSM. USACE Louisville District will contract a third-party contractor for a minimum 10% or greater validation of analytical results. PIKA will include the completed validation report as presented by the validator as an appendix to the final document, and discuss results in the project reports. The report will also be sent directly from validator to the USACE technical contact upon completion of validation.

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3.3.6 Task 3.6 - Surveying and Mapping

Survey maps will be provided in the investigation report, which delineate the boundaries of the survey site, the boundaries and locations of the metal anomalies, and the corners of each of the designated MI sample areas. All data submitted will be in the Universal Transverse Mercator (UTM) coordinate system. All coordinates will be collected with applicable equipment capable of gauging field surveys within an accuracy of one meter or less of error. All survey and mapping will be provided in accordance with Section 3.4 (Electronic Data Files) of the SOW.

3.4 Task 4.0 – Investigation Report

PIKA will prepare and submit a Preliminary Draft investigation report within 90 calendar days following the completion of the field investigation activities. The report will document the process and procedures used in conducting the geophysical delineation, and describe all soil sampling activities conducted during this project. The report will include details about pre-mobilization, mobilization, site preparation, the geophysical delineation, sample collection, decontamination, analytical results, waste management, event chronology, final site inspection, and mapping. The investigation report maps will include the delineation of known and/or suspected buried waste materials, and the locations of MI sample area boundaries.

Upon receipt of USACE comment responses, PIKA will submit a Draft investigation report for stakeholder review and approval. PIKA will submit the Draft investigation report within 30 calendar days of receipt of COR comments on the draft document or in compliance with the schedule specified by the Ohio EPA. Schedules specified by the Ohio EPA will take precedence over the USACE schedule. Army approval is achieved through the COR.

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4.0 CLIN NO. 2 – WATER REMOVAL SERVICES AT LL2 SUMMARY OF WORK AND PROPOSED APPROACH

4.1 Task 1 – Water Removal Services

Former excavation activities conducted at Load Line 2 (RVAAP-09) have resulted in accumulation of water within the building DB-802 footprint. Restoration activities are now planned at this location, and the accumulated water must be removed from the excavation to assist in the restoration activities.

The planned action for restoring this area is to push back concrete and other demolition debris into the excavation to a depth 4 feet below the surrounding grade. Then, soil will be placed on the top of the rubble to match the surrounding grade. To achieve this, it is anticipated the water will need to be pumped out of the excavation in two phases. First, PIKA will pump water out of the excavation down to a level suitable to fill the excavation with demolition debris without causing the remaining water in the excavation to rise out of the excavation and cause excessive runoff. Once this amount of water is removed, the rubble will be immediately pushed into the excavation. Pushing rubble into the excavation will be completed by others under a previously awarded BRACD contract. After this work is complete, PIKA will revisit the site (if needed) and pump out any water that is above the level of the demolition debris in the excavation. Once this water level is achieved, soil will be immediately placed into the excavation by others under a previously awarded BRACD contract. PIKA will complete the water removal work in accordance with the BRACD contractor's schedule. Pumping water out of the excavation will be done immediately before backfilling the excavation to ensure the excavation does not to again fill with water. Water will be removed from the excavation in a manner that is approved by the Army and Ohio EPA. A Letter work Plan will be prepared presenting the methodology to conduct the water removal for concurrent review by all RVAAP stakeholders.

NOTE: As per the requirements of the SOW, the water removal services are to coincide with the BRACD contractor's schedule. To that end, the water removal services were conducted by PIKA from May 3, 2010 through May 18, 2010 to facilitate the June 2010 restoration activities at LL2 building 802. All water removal services were conducted in accordance with Ohio EPA requirements. A copy of the

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Ohio EPA e-mail correspondence relative to approval for discharging the surface water to ground surface is provided in Appendix E.

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5.0 PROJECT EXECUTION AND COORDINATION

5.1 Project Execution

This PMP will be updated as necessary to address any significant changes to the overall technical and/or management approach. The updated PMP will be distributed to all RVAAP stakeholders. Updates to the PMP will be identified as revisions and sequentially numbered. Activities to be performed and deliverables to be submitted in support of this project are as follows:

- Project Kick-Off Meeting and Meeting Minutes;
- Monthly Progress Reports (including schedule updates);
- Teleconference Progress Updates (agenda and meeting minutes);
- Schedule Updates (coordinated by USACE, updates provided by PIKA);
- PMP (includes QCP)
- Work Plans (includes, APP and SSHP, SAP, and QAPP); and
- Investigation Report.

All work performed shall follow this PMP and will be performed in accordance with the following documents:

- Ohio Environmental Protection Agency (Ohio EPA) Director's Final Findings and Orders (DFFO) for RVAAP, dated June 10, 2004 (Ohio EPA 2004);
- DOD Ammunition and Explosives Safety Standards DOD 6055.9-STD;
- Ohio Standard's for Stormwater Management and Land Development and Urban Stream Protection 2006;
- 1998 Memorandum of Agreement (MOA) for the Ravenna Army Ammunition Plant (RVAAP) Army Headquarters, U.S. Army Industrial Operations Command (IOC), The United States Property and Fiscal Officer (USP&FO) for Ohio, and the Ohio Army National Guard (OHARNG);
- 2001 Amendment 1 to the Memorandum of Agreement (MOA) for the Ravenna Army Ammunition Plant (RVAAP) Among Headquarters, U.S. Army

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Industrial Operations Command (IOC); The United States Property and Fiscal Officer (USP&FO) for Ohio, and the Ohio Army National Guard (OHARNG);

- IOC Pamphlet 385-1 Classification and Remediation of Explosive Contamination;
- 01 AUGUST 2004 Pamphlet No. 75-1-2 - Munitions and Explosives of Concern (MEC) Support During Hazardous, Toxic, and Radioactive Waste (HTRW) and Construction Activities, Department of the Army, U.S. Army Corps of Engineers;
- March 2001 Facility-Wide Sampling and Analysis Plan for Environmental Investigations at the Ravenna Army Ammunition Plant, Ravenna, Ohio;
- February 1996 Facility-Wide Safety and Health Plan (SAIC); and
- April 9, 2004 Engineering Pamphlet (EP)110-3-8 (USACE).

A rigorous quality assurance (QA) program will be implemented in conjunction with this PMP and the *Facility Wide Quality Assurance Project Plan* (located in the Facility Wide Sampling and Analysis Plan [USACE 2001b]). Systematic review and approval of documents will be conducted to ensure that adequate QA procedures and guidelines are established to successfully perform the intended activities.

The WP will be prepared and approved before the start of field work. Previously approved facility documents will be cited where appropriate to facilitate and expedite document review. All Plans will be submitted to the Army, USACE, United States Army Environmental Command (USAEC), Ohio EPA and OHARNG for review and approval before the initiation of field activities and at a minimum will address the following elements, as appropriate:

- Detailed description of activities;
- Operational sequence;
- Health and safety;
- QA/QC; and
- Waste management.

Additional details describing the elements of the WP are provided in the following sections.

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5.1.1 Site Safety and Health Plan

PIKA will develop a SSHP for the site investigation at CC-RVAAP-80 in conjunction with the Facility Wide Health and Safety Plan. The SSHP will include emergency response, contingency plans, and emergency contacts. The SSHP will meet the requirements of federal, state, and local regulations and will identify safety and health regulations applicable to the work. All employees, subcontractors, and on-site suppliers will follow the provisions established in the approved SSHP. The Army and Ohio EPA retain Stop Work Authority for any observed violations or non-compliance with the SSHP pending corrective action. The SSHP will include:

- Site description and contaminant characterization;
- Safety and health hazard assessment and risk analysis;
- Safety and health staff organization and responsibilities;
- Site specific training;
- Medical surveillance parameters;
- Personal protective equipment (PPE);
- Monitoring and sampling requirements;
- Safety and health work precautions and procedures;
- Site control measures;
- On-site first aid and emergency equipment;
- Emergency response plans and contingency procedures (both on-site and off-site);
- Documentation and record keeping; and
- Giving authorization to all workers to stop work for non-compliance with safety standards.

5.1.2 Accident Prevention Plan

The APP will document requirements outlined in the USACE Safety Manual presented in EM 385-1-1, and will be the overall controlling environmental, safety and health (ES&H) document for this project. However, since this project is also being conducted under the requirements of the Occupational Safety and Health

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Administration (OSHA) regulation governing hazardous waste operations (29 CFR 1910.120), the APP will be included as an addendum to the SSHP to meet both USACE and OSHA requirements.

5.1.3 Quality Assurance Project Plan

Before the start of field activities, a QAPP will be prepared as an amendment to the existing *RVAAP Facility Wide QAPP* (located in the Facility Wide SAP [USACE 2001]) to ensure field sampling activities are implemented in accordance with established procedures.

5.2 Site Logistics and Coordination

Subcontractor Coordination: A representative from each company performing site work at CC-RVAAP-80 will attend the Monday morning contractor meeting (8:30 AM). These meetings are designed to facilitate coordination of various contractor activities occurring at RVAAP/Camp Ravenna. PIKA and its subcontractor(s) will coordinate to the best of their ability with other subcontractors performing work at RVAAP/Camp Ravenna.

Fall Deer Hunting: No site work will be conducted during the weekends Camp Ravenna allows deer hunting.

Clearances: In order to ensure the security and orderly running of RVAAP/Camp Ravenna, any contractors, consultants, or visitors who wish to gain access to the facility will follow procedures established by RVAAP/Camp Ravenna and the facility caretaker contractor.

Deliveries: The facility management will be notified 24-hours in advance of any deliveries to RVAAP/Camp Ravenna. All trucks are subject to search by Camp Ravenna security at any time. All personnel associated with this project will observe and obey posted speed limits at RVAAP/Camp Ravenna or default to 35 miles per hour during daylight hours and 25 miles per hour during nighttime hours.

Smoking: Smoking is allowed only in designated areas of RVAAP/Camp Ravenna.

Communication: The use of two-way radios and cell phones are permitted at RVAAP/Camp Ravenna; however, personnel will have a backup form of

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communication in the event cellular service is not available in the work areas (i.e. "dead" zones).

Hazardous and Non-Hazardous Waste: Contractors are required to remove non-hazardous trash brought to or generated at RVAAP/Camp Ravenna during work. Hazardous materials require a manifest prior to removal from RVAAP/Camp Ravenna. The Army facility representative will prepare manifests for all wastes generated under this project.

Food: Food shall only be consumed in designated areas of RVAAP/Camp Ravenna.

5.3 Government Furnished Resources

The contractor will coordinate with the Army, OHARNG and the site operating contractor to gain access to the facility and to available infrastructure and utilities as required for execution of this project. The Government will provide the following resources to the contractor, if available: pertinent records, reports, data, analysis and information, in their current format (e.g. hardcopy, electronic, tape, compact disks (CDs) to facilitate development of a complete and accurate assessment of current, former and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; site environmental conditions; access to appropriate personnel to conduct interviews on facility operations and activities; and access to all applicable DoD and Army policy and guidance documents.

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6.0 RESOURCES AND ORGANIZATION

The PIKA key personnel and project organization is described in the following sections.

6.1 PIKA Project Organization

The primary responsibility for project management and execution is the Project Manager (PJM), Brian Stockwell. He will direct all project activities and be the primary POC. As shown on Figure 6-1, he is supported by corporate resources, program personnel, Site Supervisor and Managers, and technical resources.

PIKA's President, Mr. Terry Kasnavia, will serve as the corporate sponsor and

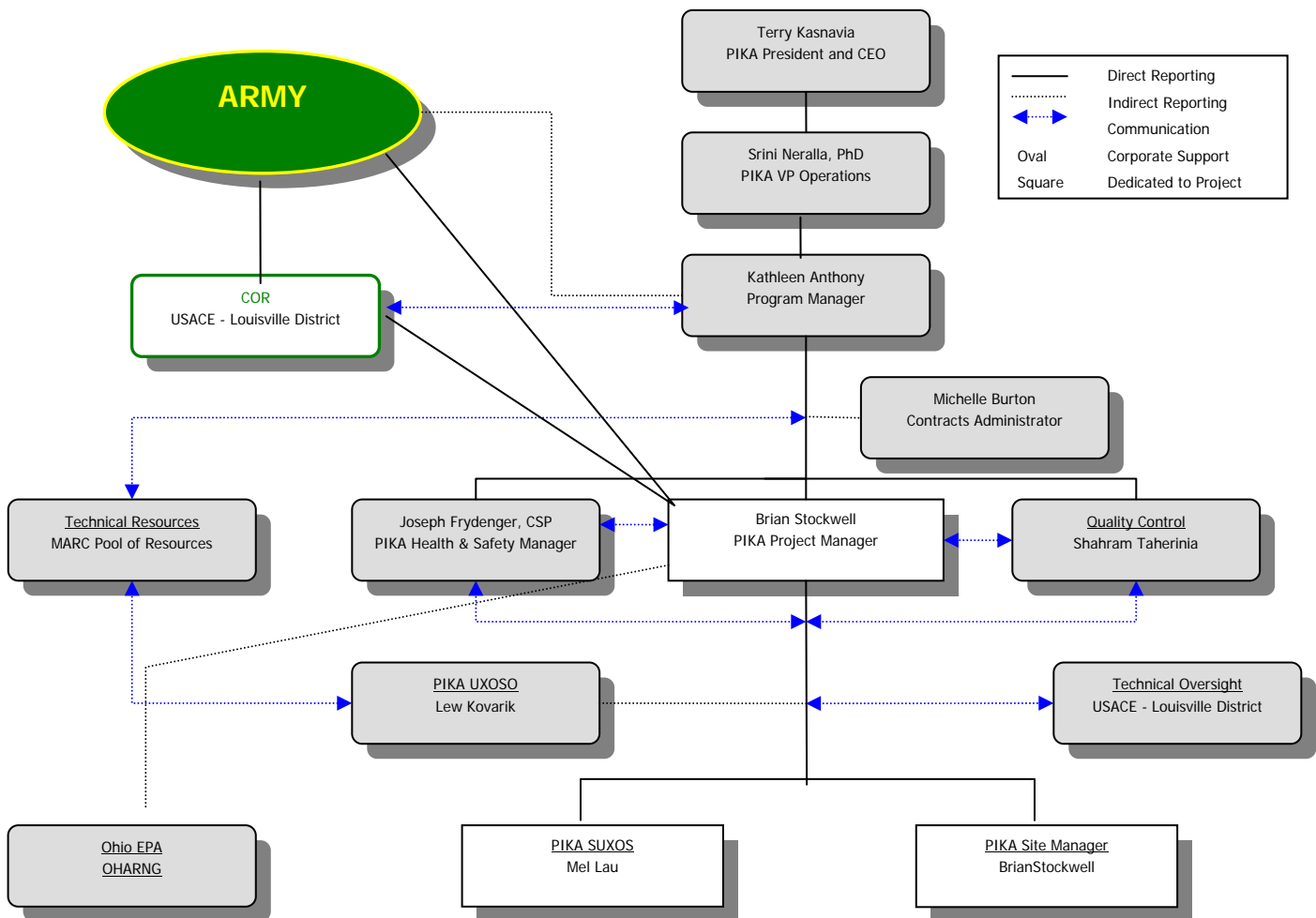


Figure 6-1. Project Organization

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provide the ultimate level of guidance and support on behalf of the PIKA Team. Benefits of his authority include rapidly making decisions, committing corporate resources, and resolving issues. Dr. Srinu Neralla, PIKA's Vice President of Operations will provide guidance regarding all operational issues. Ms. Kathleen Anthony, will serve as the Program Manager (PM) for this project. Their involvement and oversight assure the USACE-Louisville District that this important contract will receive PIKA's highest level of attention and commitment.

6.2 Lines of Communication

As shown in Figure 6-1, the primary line of communication between the Army and PIKA is between the COR and the PjM, Brian Stockwell (primary POC). This is also the primary contractual reporting for the task order. The primary communication and reporting for contractual issues is between the KO and PIKA's PM Kathleen Anthony.

Mr. Shahram Taherinia, the PjM for PIKA will be an alternative POC and the POC for day-to-day coordination of activities on site. Mr. Lew Kovarik, a Senior UXO Supervisor (SUXOS) will manage the UXO activities. The PjM and SUXOS will keep the PM informed of all communications with the Army and other site personnel while performing their tasks.

6.3 Key PIKA Personnel

Our proposed management and technical staff have project management, regulatory interaction, UXO investigation, and UXO verification experience on similar projects. The following text summarizes the lines of authority among key personnel.

Srinu Neralla, Ph.D. – Vice President Technical Services

Background: Responsible for all project operations. All program and project managers report to Dr. Neralla for issues concerning project execution matters.

Qualifications/Specialized Training: B.S., Agriculture, M.S., Agricultural Microbiology, M.S., Soil Science, and Ph.D., Soil Science. Specialized training in OSHA 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training with an annual 8-hour Refresher Training and OSHA Site Supervisor Training.

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Licenses: Licensed to use X-Ray Fluorescence Spectrometer for Metals Detection

Kathleen Anthony – Program Manager

Background: Responsible for the overall safety, quality and cost effectiveness execution of investigations, remediation, and long-term monitoring projects performed under PIKA's Federal Program.

Qualifications/Specialized Training: B.S. Environmental and Resource Science, Minor in Chemistry, 16 years of relevant environmental work and four years as a project manager. HAZWOPER Health & Safety Training 40-hr Course per OSHA 29 CFR 1910-120, HAZWOPER Health & Safety Refresher Training Annual 8-hr Course per OSHA 29 CFR 1910.120.

Licenses: None

Brian Stockwell – Project Manager

Background: Responsible for site investigations, remediation, and building decontamination and demolition projects.

Responsibilities: Coordinates field activities; assists in site health and safety.

Qualifications/Specialized Training: B.S. Geography with emphasis on Environmental Planning, 18 years of relevant environmental work and six years as project manager, 4 years with PIKA. HAZWOPER Health & Safety Training 40-hr Course per OSHA 29 CFR 1910-120, HAZWOPER Health & Safety Refresher Training Annual 8-hr Course per OSHA 29 CFR 1910.120.

Licenses: None

Melvin Lau – Senior UXO Supervisor (SUXOS)

Background: Mr. Lau served in the United States Army for 20 years, where he performed as a UXO Technician through Senior UXO Supervisor and Team Leader for various operations. During his tenure with the Army, Mr. Lau was an Explosive Ordnance Disposal (EOD) Team Leader and instructor at the Army/Navy Joint EOD School, as well as an instructor at the Ground Ordnance, Improvised Explosives

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Device (IED) Division, and Nuclear Weapons Division. His primary task and focus during his Army career was to render safe chemical, biological, nuclear, and high explosives munitions at a wide range of sites worldwide. Much of his work history for the Army was under his Top Secret Security Clearance and the sites are, therefore, classified. His experience also includes over 10 years of commercial UXO experience, and developed the unique skills and techniques to remediate large Army Ammunition Plants.

Responsibilities: On-site management of all PIKA field operations, and will:

- Manage the on-site project resources needed to safely perform site operations.
- Understand the WP, this PMP, and any other relevant documents.
- Assure that project personnel and subcontractors review the WP.
- Ensure the safety and health issues have been addressed in the APP.
- Consult and coordinate with the PM for the implementation of site tasks and coordinate with subcontractors regarding schedule and contract requirements.
- Schedule and present the operational portion of the daily safety briefing.
- Enforce compliance with this PMP and the WP.
- Maintain copies (onsite) of current training certificates and respirator fit test records.
- Act as the lead technical consultant for all on-site MEC related matters.

Qualifications/Specialized Training:

- OSHA 40-hour HAZWOPER Course
- OSHA 8-hour Refresher, Annual
- U.S. Army/Navy EOD School Certification
- EOD Supervisors Badge

Licenses:

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Not Applicable

Lew Kovarik – Senior UXO Safety Officer (UXOSO)/UXO Quality Control Specialist (UXOQCS)

Background: Mr. Kovarik holds the position of UXO Team Leader and Site Safety and Health Officer (SSHO) at PIKA. With over nine years of EOD experience with the U.S. Army and five years of civilian UXO experience, Mr. Kovarik's expertise includes extensive range clearance operations in Central America and the U.S. He is also extremely skilled in the operations of heavy equipment in explosive contaminated areas as well as contaminated soil sites involving ordnance explosives (OE), UXO, and munitions and explosives of concern (MEC).

Responsibilities: On-site implementation of the safety and health requirements presented in this SSHP. The UXOSO must have completed the OSHA 40-hour HAZWOPER site worker and refresher training, and the 8-hour Supervisor/Manager training requirements in accordance with 29 CFR 1910.120 and be trained and certified in first aid and cardiopulmonary resuscitation. To ensure on-site safety and health, the UXOSO will:

- Initiate and authorize a "Stop Work" order for any imminent safety or health concerns.
- Implement and enforce the requirements outlined in this PMP and WP.
- Conduct the safety portion of the daily safety briefings.
- Conduct and document site training related to site-specific hazards.
- Specify proper levels of PPE in accordance with the requirements of the SSHP.
- Implement and enforce the PIKA Alcohol/Drug Abuse Policy.
- Investigate injuries, illnesses, accidents, incidents, and near misses.
- Conduct visitor orientation, daily safety inspections, and weekly safety audits.
- Ensure field implementation of the PIKA SSHP.

Qualifications/Specialized Training:

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- US Naval EOD School, Indian Head, MD, 3/92-6/92
- US Naval EOD School, Eglin AFB, 11/91-2/92
- OSHA 40-Hour Course
- OSHA 8-hour Refresher, Annual
- Technical Transportation of Hazardous Materials, 3/03

Licenses:

Not Applicable

6.4 Subcontracting and Procurement Procedures

All subcontracting and equipment/ supply procurement will be performed following PIKA's standard procurement procedures. These procedures utilize the "best value" process (Figure 5-2).

PIKA anticipates the use of subcontractors and vendors in the following areas: vegetation removal, analytical laboratory, geophysical and surveying, janitorial, and other supplies and services. Using a combination of in-house equipment and agreements with national equipment rental/field supply vendors, PIKA can cost effectively meet project equipment needs.

Subcontracts will be firm fixed price or fixed unit rate types to minimize cost risks. Subcontract agreements will include a penalty clause if project specifications are not met, as well as a termination clause for deficient performance. However, PIKA typically works with our subcontractors to improve their performance and correct deficiencies.

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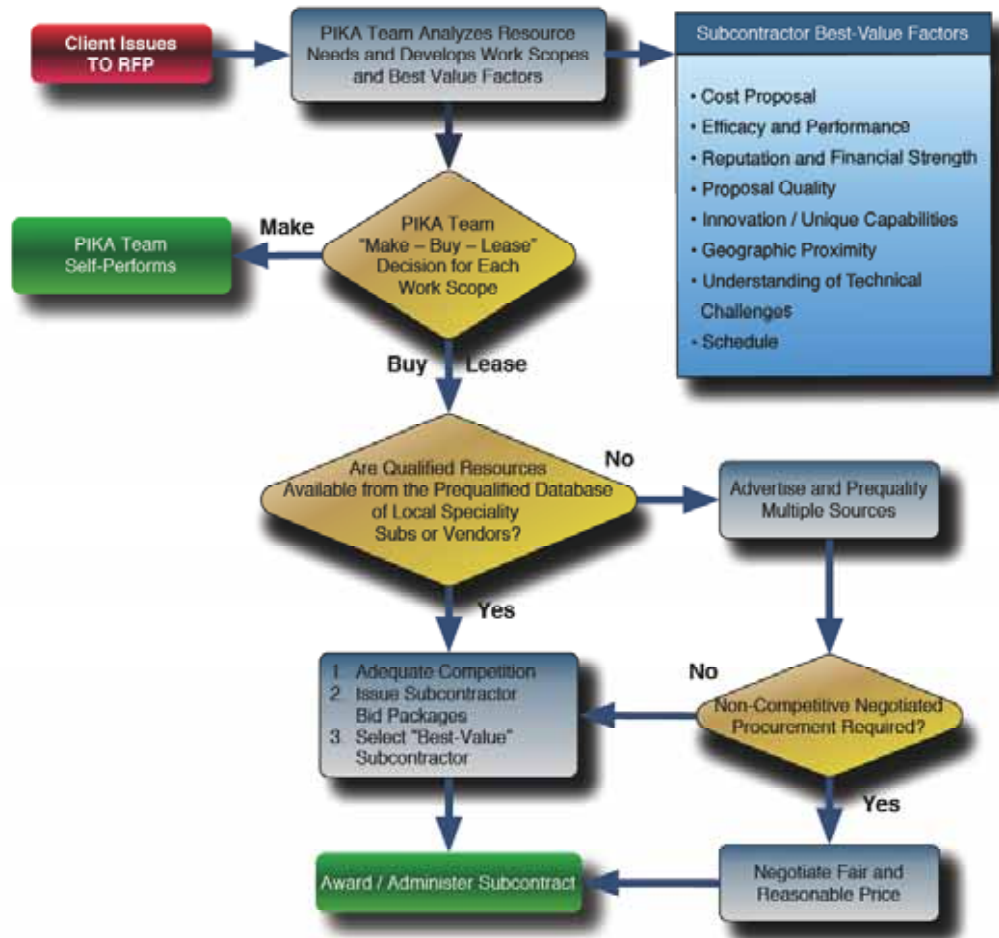


Figure 6-2.
PIKA's "Best Value: Procurement Decision Process"

Communications during project execution also minimize subcontractor deficiencies. All subcontractors participate in a kickoff/site orientation meeting when they first arrive on-site. In addition, onsite subcontractors participate in the daily tailgate meetings where the day's activities and goals are discussed along with strategies to complete the work safely. When appropriate, the subcontractor's on-site representative is included in the weekly status meeting where recently completed and upcoming activities are reviewed. The subcontractor is encouraged to raise concerns and develop solutions that further the overall project goals. The PIKA Team PM will interact with on-site subcontractors on a daily basis. If a deficiency is identified, they will immediately discuss the issue with the subcontractor's on-site representative. If the deficiency cannot be resolved at the site level, the PIKA PM

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will elevate the issue to the subcontractor's responsible principal. If the issue still remains unresolved, PIKA will replace the subcontractor.

Test America Laboratories has been identified as the primary analytical laboratory for this contract. Test America is USACE and National Environmental Laboratory Accreditation Program (NELAP) certified and can produce all required electronic deliverables.

6.5 RVAAP Stakeholders and Responsibilities

PIKA will manage and coordinate this project to ensure all RVAAP stakeholders are kept informed of the project status, existing or potential problems, and any changes that may be required to prudently manage the project and meet the needs of these stakeholders. These stakeholders include:

- USACE – Louisville District (CELRL);
- RVAAP;
- USAEC;
- OHARNG/Camp Ravenna;
- National Guard Bureau;
- Ohio EPA;
- U.S. Army Base Realignment and Closure Division (BRACD); and
- United States Army Center for Health Promotion and Preventive Medicine (USACHPPM).

Expected active stakeholder participants in the operations of the work under this contract include PIKA, USACE, RVAAP, Ohio EPA, USAEC, and OHARNG.

The roles and responsibilities for the stakeholders are summarized as follows:

USACE CELRL– The USACE Louisville District will provide project technical and contractual oversight, maintenance of project schedules, review of project documents and approval of payment milestones for invoicing.

USAEC – The USAEC will provide environmental oversight to the project.

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RVAAP – RVAAP staff will provide security and review and approval of project documents.

Ohio EPA – The Ohio EPA will provide review, comment, and approval of project documents, approve any decision documents, and maintain stop work authority based upon any unapproved deviations (not approved by stakeholders) to the Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops work plans.

OHARNG – The OHARNG will provide review of project documents. PIKA will coordinate investigation activities with OHARNG to reduce possible interference with scheduled activities.

6.6 Public Involvement

As per the SOW, PIKA will attend a minimum of one (1) applicable Restoration Advisory Board (RAB) meeting during the specified period of performance at the discretion of the COR.

All public participation coordination shall be approved by the Army through the Facility Manager and the COR. PIKA will provide the necessary support to initiate, schedule, and address all public participation aspects of the project (e.g., preparation of briefings, presentations, fact sheets, news letters, articles/public notices to news media, and notifications to RAB members). PIKA will be responsible for requesting and addressing all public comments consistent with the applicable regulatory drivers. The USACE COR, or designee, will attend and represent the Army at all meetings with the public.

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7.0 PROJECT REPORTING/DELIVERABLES

Deliverables include the work plans required by the contract and regulators, completion reports, status reports, and other documentation that justifies the payment of interim milestones. Listing of deliverables, the due date based upon the schedule or frequency of reoccurring reports and the distribution of the deliverables are found in the following sections. All reports (except the PMP and monthly reports) and deliverables will be provided to the Administrative Record repositories for public access.

7.1 Biweekly Status Teleconferences

Biweekly status meetings will be conducted with the appropriate stakeholders per the SOW by means of a conference call. The purpose of these meetings is to address the progress to date, summarize anticipated activities, address any problems or issues with regard to the project, and discuss any corrective actions. A standard agenda for this biweekly conference call will be issued at least two days before each call for review and comment. Upon the incorporation of comments to the agenda, a finalized agenda will be provided to the interested parties. The project status includes, but is not limited to:

- Work completed;
- Work scheduled;
- Technical issues;
- Regulatory challenges/issues;
- Issues that may affect project schedule; and
- Any other project related issues raised by any of the stakeholders.

Meeting minutes of the biweekly status meeting will be provided to all interested parties.

Key issues discussed during these meetings will be summarized in the monthly report even if they had been previously discussed in separate technical memoranda or other reports. Meeting minutes and other documentation of the issues will be referenced in the status report.

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental
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7.2 Monthly Status Reports

Monthly status reports will be submitted on the 5th of every month. A sample monthly status report is included as Appendix B. The monthly status report will document the following:

- Activities completed during the month;
- Issues and problems encountered and their resolution;
- QC data and reports;
- Health and Safety reports;
- Activities planned for the next month;
- Schedule status showing actual versus planned activities; and
- Interim milestones completed and for which payment is requested.

In addition to the monthly status report, daily QC and weekly summaries of activities will be maintained. These reports document daily activities and accomplishments (including quantities), personnel on site, QC activities, health and safety activities, and site conditions.

The monthly status report will be provided electronically by the 5th day of each month with a hard copy mailed the following day. If the 5th falls on a weekend or holiday, the reports will be provided on the next work day.

7.3 Schedule Update and Milestone Progress

The baseline schedule will be updated as needed or as requested by the COR. The schedule will be modified to reflect actual authorizations and funds available. Milestone progress will be documented in the monthly status report. The presentation of the milestone progress schedule shows the planned activities (baseline) versus actual activities and milestones accomplished. The monthly status will be presented as a critical path presentation. Other types of schedule presentation formats would be available as requested by the COR.

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7.4 Records and Information Management

Project records will be maintained on site and will ensure documentation is available for project review and to maintain a clear record of the approach to the final site remedy. In addition to a hard copy file of all the project-related records (with exception of the PMP) maintained on-site, an electronic copy of all files will be maintained at the project office and at the PIKA corporate office in Stafford, Texas.

All reports (except the PMP and monthly reports) and deliverables will be provided to the Administrative Record repositories for public access. The files in the Administrative Record will be inspected quarterly to ensure that all submitted reports are present. All reports will be formatted following RVAAP Deliverable Document Format Guidelines (Vista, 2009).

If desired by the Army, critical decision documents, project presentations, and other information the Army determines to be critical could also be made available on a website via PIKA's intranet portal with varying levels of controlled web-based access: one level will be for the PIKA Team and Army project management and will include cost, schedule and contractual documentation; another will be for regulatory agencies; and a third level will be for community groups. PIKA's program will allow the Army, regulators and the community to access applicable project information through a number of different sources while maintaining document integrity and record completeness.

7.5 Data Management

Personnel who have completed the USACE Louisville's Data Management Training course will ensure all data is collected and managed per USACE guidelines and will comply with all applicable requirements of the Environmental Restoration Information System (ERIS), Automated Data Review - Electronic Data Management System (ADR-EDMS), and Ravenna Environmental Data Information Management System (REIMS). Data management tasks will include:

- Establishing data standards for document metadata, tabular, and spatial data;
- Defining procedures for data management and upload to the website; and
- Establishing a repository of documents and tabular and spatial data accessible through a web interface (REIMS).

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental Services

7.6 Project Deliverables

The project deliverables listed in the SOW are summarized in Table 7-1. The deliverables are included in the baseline project schedule (Appendix A) and distribution lists is included in Table 7-2.

Table 7-1
Project Deliverables Schedule

TASK NO.	PLANNED REVISIONS	SCHEDULE
CLIN NO. 1 – ENVIRONMENTAL INVESTIGATION AT COMPLIANCE RESTORATION SITE CC-RVAAP-80		
--	PRELIMINARY SITE VISIT (PRIOR TO AWARD)	14 DAYS OF USACE SUBMITTAL OF REQUEST FOR PROPOSAL
--	NOTICE TO PROCEED (NTP)/CONTRACT AWARD	5 JULY 2010
1.1	PRE-DRAFT PROJECT MANAGEMENT PLAN	30 CALENDAR DAYS OF NTP
1.2	PRE-DRAFT SITE SAFETY AND HEALTH PLAN	30 CALENDAR DAYS OF NTP
1.3.1	PROJECT KICKOFF MEETING	30 CALENDAR DAYS OF APPROVAL OF PMP AND SSHP
1.3.2	MONTHLY PROGRESS REPORTS	BY 5 TH DAY OF EACH MONTH
1.3.3	RECORDS OF CONVERSATIONS	BY 5 TH DAY OF EACH MONTH
1.3.4	TELECONFERENCE PROGRESS UPDATES	BI-WEEKLY
1.3.5	MEETING MINUTES DOCUMENTATION	7 CALENDAR DAYS FOLLOWING MEETING
1.3.6	RAB MEETINGS	ONCE PER ARMY DIRECTION
2.0	PRE-DRAFT WORK PLAN AND SUPPORT DOCUMENTS	60 CALENDAR DAYS OF NTP
3.0	IMPLEMENTATION OF WORK PLAN	BEGIN 30 CALENDAR DAYS OF APPROVAL OF FINAL WORK PLAN
4.0	PRE-DRAFT INVESTIGATION REPORT	WITHIN 90 CALENDAR DAYS OF COMPLETING FIELD INVESTIGATION ACTIVITIES
CLIN NO. 2 – WATER REMOVAL SERVICES AT LL2		
1.0	WATER REMOVAL SERVICES	MUST ADHERE TO BRACD CONTRACTOR'S SCHEDULE

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental Services

Table 7-2
Document Distribution

Name/Organization	Hard Copies	Electronic Copies
Preliminary Draft		
USACE CELRL	2	2
RVAAP	2	2
Ohio Army National Guard	1	1
REIMS	0	1
Draft		
USACE CELRL	2	2
RVAAP	2	2
Ohio EPA	2	1
Ohio Army National Guard	1	1
REIMS	0	1
Final		
USACE CELRL	2	2
Ohio EPA	2	2
Ohio Army National Guard	1	1
REIMS	0	1
RVAAP	2	2

OHARNG – Ohio Army National Guard – Camp Ravenna
Ohio EPA-DERR - Ohio Environmental Protection Agency NE District-DERR
REIMS – Ravenna Environmental Information Management System
RVAAP – Ravenna Army Ammunition Plant
USACE CELRL – United States Army Corps of Engineers – Louisville District

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8.0 DETAILED WORK SCHEDULE

A baseline schedule is included in Appendix A. The schedule shows major activities leading to the milestones identified in the SOW as well as most interim milestones.

8.1 Performance and Payment Interim Milestones

The interim milestone performance and payment plan will be tracked in a schedule table format. The table will be based upon the baseline schedule included in Appendix C. One of the goals in developing this plan was to have interim milestones associated with documents and measurable activities and to enable payment for ongoing activities on an approximately monthly basis.

8.2 Cost, Performance, and Schedule Evaluation

The PjM will review project status with the task managers on a weekly basis. The review will include evaluation of daily reports and weekly summaries, evaluation of cost data for the PIKA Management Information System. The analysis will include planned versus actual performance measures and production rates and impacts to schedule. If corrective actions are needed to mitigate schedule impacts these will be developed and discussed with the COR. The performance analysis will be discussed at the biweekly status meeting and be included in the monthly status report.

8.3 Schedule Update Process

The project schedule will be maintained and updated as needed. Updates will be made to the schedule on a monthly basis showing planned versus actual. The schedule provided with the PMP will be the baseline schedule and the baseline would only be changed as authorized by the COR.

8.4 Milestone Presentations

PIKA will define the type and content of milestone presentations to be made to the Army through discussion and mutual agreement with the COR for each milestone or type of milestone. A list of milestones and interim milestones is included with the schedule. The content will include the necessary information to facilitate

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certification and approval. The requirements for obtaining Army certification and approval will be defined for each milestone and interim milestone following agreement on interim milestones and general requirements.

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental
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9.0 REFERENCES

Ohio Environmental Protection Agency, 2004. Director's Final Findings and Orders. June.

DOD Ammunition and Explosives Safety Standards DOD 6055.9-STD;

Ohio Standard's for Stormwater Management and Land Development and Urban Stream Protection 2006;

1998 Memorandum of Agreement (MOA) for the Ravenna Army Ammunition Plant (RVAAP) Army Headquarters, U.S. Army Industrial Operations Command (IOC), The United States Property and Fiscal Officer (USP&FO) for Ohio, and the Ohio Army National Guard (OHARNG);

2001 Amendment 1 to the Memorandum of Agreement (MOA) for the Ravenna Army Ammunition Plant (RVAAP) Among Headquarters, U.S. Army Industrial Operations Command (IOC);

The United States Property and Fiscal Officer (USP&FO) for Ohio, and the Ohio Army National Guard (OHARNG);

IOC Pamphlet 385-1 Classification and Remediation of Explosive Contamination;

01 AUGUST 2004 Pamphlet No. 75-1-2 - Munitions and Explosives of Concern (MEC) Support during Hazardous, Toxic, and Radioactive Waste (HTRW) and Construction Activities, Department of the Army, U.S. Army Corps of Engineers;

February 1996 Facility-Wide Safety and Health Plan (SAIC); and

April 9, 2004 Engineering Pamphlet (EP)110-3-8 (USACE).

SAIC, 2001. Facility Wide Sampling and Analysis Plan for Environmental Investigations at the Ravenna Army Ammunition Plant. March.

United States Army Corps of Engineers, 2004. Draft Multi-Increment Sampling Guidance. February.

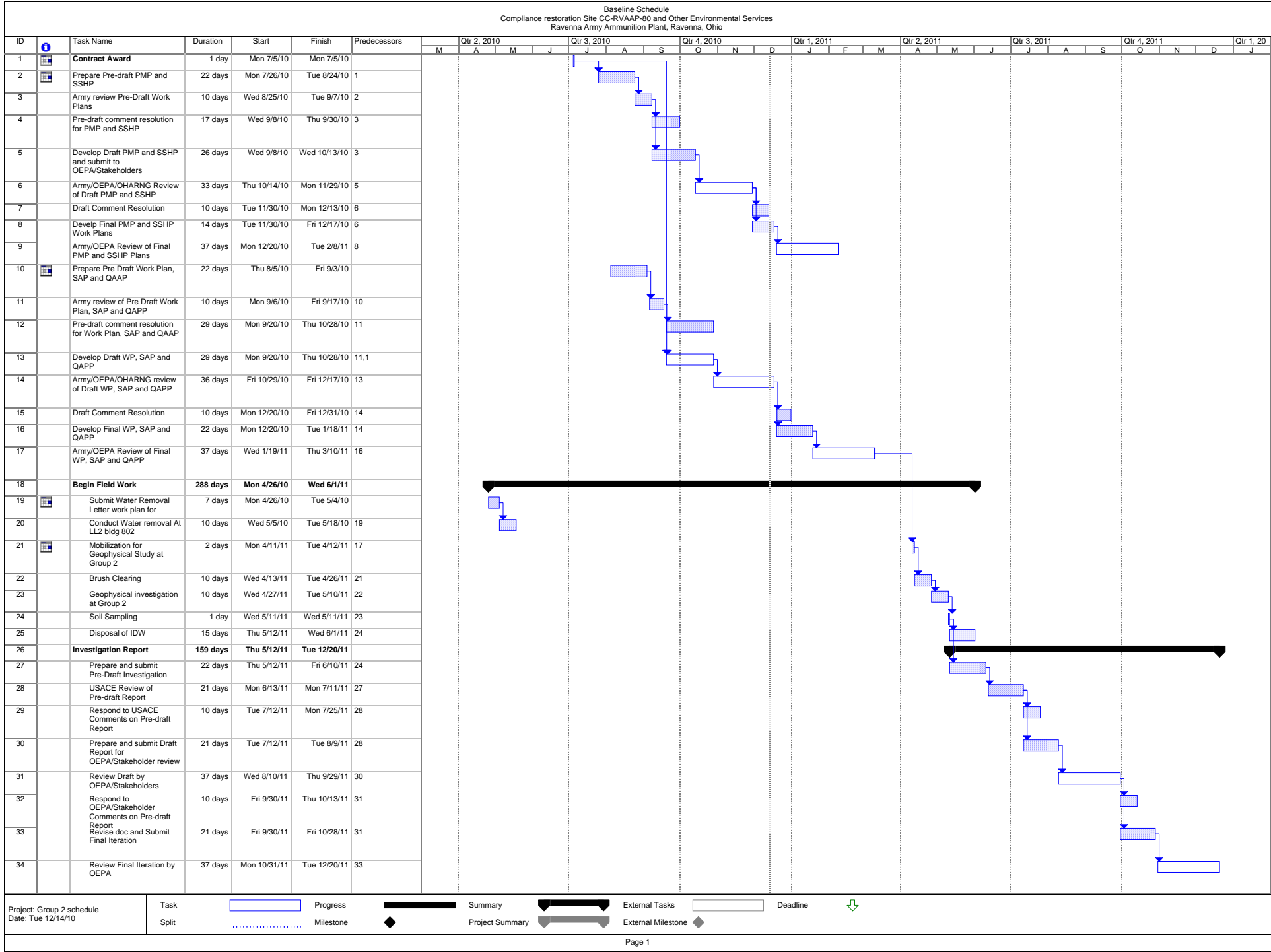
Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental
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Vista, 2009. Ravenna Army Ammunition Plant Submission Format Guidelines, Version 18.0. December.

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APPENDIX A

Baseline Schedule



Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental
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APPENDIX B

Sample Monthly Status Report

Company Name: PIKA International Inc. MONTHLY REPORT

Contract Number: W912QR-10-P-0058 Date:

Contractor: PIKA International Inc.

Location: Ravenna Army Ammunition Plant, Ravenna, OH

Project Name: Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant
Can Tops

SUMMARY OF ACTIVITIES:

HEALTH AND SAFETY PERFORMANCE:

PROBLEMS ENCOUNTERED/RESOLUTION:

PLANNED ACTIVITIES (for following month):

ACTIVITY AND PROGRESS COMPLETION TABLES:

Target/Milestone Activity	Scheduled Completion Date	Actual Completion Date	Status

CHANGES IN KEY PERSONNEL:

DEVIATION IN SCHEDULE (with explanation):

INVESTIGATIVE DERIVED WASTE (IDW):

REMARKS:

PROJECT REPRESENTATIVE: SIGNATURE- _____

PROJECT MANAGER: SIGNATURE- _____

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APPENDIX C

Interim Milestone Performance and Payment Schedule

Group 2 Buildings Milestone Presentation

Task	Milestone Description	Milestone Payment	Contract Amount
CLIN No. 1 - Environmental Investigation at Compliance Restoration Site CC-RVAAP-80			\$145,947.93
1	Project Management		
1.1	Project Management Plan	\$9,108.55	\$22,078.00
1.2	Site Safety and Health Plan	\$10,105.11	
1.3.1	Project Kickoff Meeting	\$484.98	
1.3.2	Monthly Progress Reports	\$382.79	
1.3.3	Records of Conversations	\$191.40	
1.3.4	Teleconference Progress Updates	\$191.40	
1.3.5	Meeting Minutes Documentation	\$191.40	
1.3.6	RAB Meetings	\$1,422.37	
2	Preparation of Work Plan (WP), Sampling And Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP)		\$23,361.51
2.0	Work Plan and Support Documents	\$23,361.51	
3	Implementation of Work Plan		\$87,559.69
3.1	Geophysical Delineation		
	Mob/Demob	\$4,305.64	
	Field Work	\$71,380.60	
3.2	Collecting Surface Soil Sampling	\$3,431.86	
3.3	Sample Analysis		
	MI Sample Prep	\$372.08	
	TAL Metals	\$465.10	
	Mercury	\$124.03	
	Hexavalent Chromium	\$80.62	
	Nitroguanidine + Nitrocellulose	\$1,302.26	
	Explosives + Nitroglycerine	\$837.17	
	Perchlorate	\$669.74	
	SVOCs	\$210.83	
	VOCs	\$105.42	
	Pesticides	\$117.82	
	PCBs	\$74.42	
	Cyanide, Total	\$34.73	
	TCLP (Waste Characterization)	\$880.58	
	Level IV report	\$131.83	
	Materials and Supplies	\$186.04	
3.4	Disposal of IDW	\$485.08	
3.5	Data Management / Data Validation	\$2,363.84	
3.6	Surveying and Mapping	Included in Task 3.1	
4	Investigation Report		12,948.73
4.0	Investigation Report	\$12,948.73	
CLIN No. 2 - Water Removal Services at Load Line 2			\$11,682.61
1	Water Removal Services	\$11,682.61	\$11,682.61
	Contract Total		\$157,630.54

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APPENDIX D
Quality Control Plan


QUALITY CONTROL PLAN APPROVAL


Project: Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental Services

Site: Ravenna Army Ammunition Plant

Site Location: Ravenna, Ohio

This Quality Control Plan (QCP) document has been developed for the U. S. Army Corps of Engineers (USACE) Louisville District in support of the above referenced project. The PIKA International, Inc. (PIKA) personnel referenced below have reviewed and approved this QCP for implementation at the above referenced site once approval has been received from the USACE. Procedures for the submission, approval, integration and implementation of changes to this QCP are discussed within the body of the QCP and will be followed whenever a change would significantly impact the safety of site personnel, the environment, or off-site personnel.

Reviewed by:  Date: 12/17/10
Brian Stockwell
Project Manager

Reviewed by:  Date: 12/17/10
Mel Lau
PIKA SUXOS

Approved by:  Date: 12/17/10
Scott Wardle
Corporate QA/QC

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FIGURE

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ATTACHMENTS

Attachment	Title
1	Project Forms
2	Task Orders

ACRONYMS AND ABBREVIATIONS

AEDA	Ammunition, Explosives, and Dangerous Articles
AIHA	American Industrial Hygiene Association
CHSM	Corporate Health and Safety Manager
CO	Contracting Officer
COC	Contaminant of Concern
COR	Contracting Officer's Representative
QCP	Contractor Quality Control
CY	Cubic Yards
ESHP	Environmental Safety and Health Procedure
GFPR	Guaranteed Fixed Price Remediation
GPS	Global Positioning System
HASP	Health and Safety Plan
ITR	Independent Technical Review
MD	Munitions Debris
MEC	Munitions and Explosives of Concern
PIKA	PIKA International, Inc.
mm	millimeter
MQAM	Munitions Quality Assurance Manager
PCT	Propellant Can Tops
PIKA	PIKA International, Inc.
PM	Project Manager
PMP	Project Management Plan
QA	Quality Assurance
QAM	Quality Assurance Manager
QAP	Quality Assurance Plan
QC	Quality Control
QMS	Quality Management System
QP	Quality Procedure
RD/RA	Remedial Design/Remedial Action
RDX	Cyclotrimethylenetrinitramine
RVAAP	Ravenna Army Ammunition Plant
SUXOS	Senior Unexploded Ordnance Supervisor
SVOCs	Semi-Volatile Organic Compounds
USACE	United States Army Corps of Engineers

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental Services

UXO	Unexploded Ordnance
UXOQCS	Unexploded Ordnance Quality Control Specialist
UXOSO	Unexploded Ordnance Safety Officer
VP	Vice President
WP	Work Plan

1.0 INTRODUCTION

1.1 Contractor Quality Control Plan

PIKA International, Inc. (PIKA) has developed this Quality Control Plan (QCP) to comply with the US Army Corps of Engineers (USACE) Guide Specification 01451A dated January 2003. The QCP covers the design and construction activities both on-site and off-site, including work by subcontractors and suppliers. PIKA will modify this QCP with addenda to incorporate details of individual or groups of similar task orders.

The QCP incorporates elements of the PIKA's Quality Management System Plan, Revision 3 (PIKA International, Inc, 2006), hereafter referred to as the QMS. The QMS was developed to provide comprehensive evidence to all customers, suppliers, and employees of what specific controls are implemented to ensure service quality. The QMS Manual serves as the guiding quality document and defines the minimum requirements and general responsibilities for implementing the QCP.

The QCP provides guidance for the geophysical survey and surface soil sampling operations described in the *Work Plan for Compliance Restoration Site CC RVAAP Group 2 Propellant Can Tops and Other Environmental Services*. This document is hereafter referred to as the PCT WP. The operation will be conducted under Firm Fixed Price Remediation Contract Number W912QR-10-P-0058 and Solicitation Number W912QR-10-T-0041 for Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental Services at the Ravenna Army Ammunition Plant (RVAAP).

2.0 QUALITY CONTROL ORGANIZATION

The following section describes the structure of the quality management team for PIKA's operations at Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Lids Area and Other Environmental Services. Personnel were selected based on previous experience and their familiarity with the PIKA Quality Assurance/Quality Control (QA/QC) system. The project team will provide the specific technical and management capabilities and qualifications to perform the contract work.

The PIKA Quality Assurance organization hierarchy of positions responsible for establishing PIKA's Quality Assurance Plan (QAP) is shown in Figure 1-1. It includes the President, Corporate QA Manager (QAM) Operations Manager, Program and Project Managers (PMs), Munitions QA Manager (MQAM), and Corporate Health and Safety Manager (CHSM).

Project staff members will be qualified to perform their assigned tasks in accordance with terms outlined in the work plan (WP). Verification of personnel qualifications of each site will be documented and the Unexploded Ordnance Quality Control Specialist (UXOQCS) will review expiration dates to ensure the PM is aware of training requirements.

2.1 President

PIKA's President, Mr. Terry Kasnavia, is ultimately responsible for the effective implementation of the QCP for all field operations. He issues the Corporate Policy Statement and directs management and workers to follow the requirements of the QCP.

The President has chosen to delegate QA authority as defined in the following paragraphs. Each designee is held accountable for delegated authorities.

2.2 Vice President of Operations

Dr. Srinu Neralla PIKA's Vice President (VP) of Operations has overall authority and responsibility for quality achievement of projects and project support programs. He will foster a culture of excellence for quality and safety and assign responsible personnel to the Program and PM Positions.

2.3 Corporate QA Manager

Scott Wardle PIKA's QA Manager reports to the President and has the authority and overall responsibility for independently verifying that quality is achieved. The QA Manager is responsible for development, maintenance and implementation of the quality program. This responsibility includes overseeing activities under the guidance of this QCP, performing periodic reviews of the processes being implemented, evaluating any recommendations made by the project team during the course of the program regarding use of these process, and implementing continuous improvement evaluations of the program.

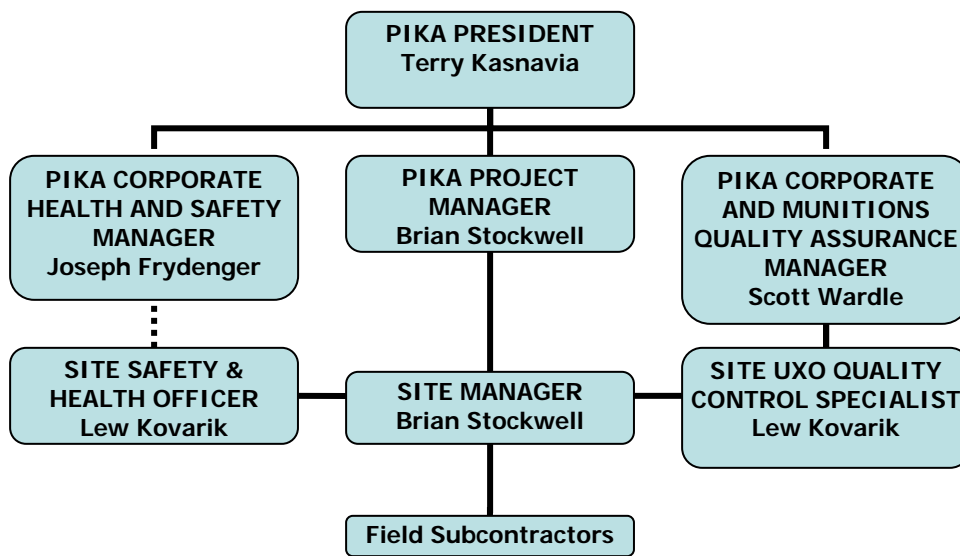


Figure 1-1
Quality Assurance Organization

The QA Manager will:

- Foster a culture of excellence for quality;
- Manage the QA Organization and maintain the QCP;
- Approve QA requirement documents, project and program implementing procedures, and subcontractor QCP;
- Assess the effective implementation of the QCP;

- Ensuring that all personnel are properly trained and adequately experienced for the duties;
- Establishing guidelines to assist in the development of program, project, site and task specific QC policies and procedures;
- Ensuring corrective actions are documented and acknowledged by the PM and field personnel, as well as communicated to the client, when adverse situations or defective work result from a project activity;
- Conducting periodic field audits of the programs, projects and sites and submitting a report of findings to the President;
- Monitor results of the site audits;
- Conducting project audits;
- Conducting training for UXOQCS;
- Ensuring project deliverables are defined prior to initiation of field operations and are submitted as required by the WP and project schedule; and
- Reporting regularly to the President of PIKA on the adequacy, status and effectiveness of the QC program.

2.4 Project Manager

Brian Stockwell, PIKA's PM is responsible for ensuring the availability of the resources need to implement the project QCP and will ensure the QC processes are incorporated in the project plans, procedures, and training for the specific project. The primary responsibility of the PM is the overall direction of the project and accountability for work activities undertaken as part of the PCT project. The PM is responsible for the quality and timeliness of all project activities, including those performed by subcontractors and suppliers.

The PM's global quality related responsibilities include:

- Understanding the Contract and project objectives for the specific project;
- Overall Project Quality Management;
- Maintains contact with the client;

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental Services

- Scheduling of activities and preparing documents and reports associated with the project.
- Ensuring that submittals are completed and submitted as required;
- Insuring project staff is knowledgeable of client requirements and PIKA's QC processes;
- Review and approval of sampling, testing, and field investigation methods and QCP, including designs, schedules and labor allocations;
- Preparation of progress reports with the assistance of key support personnel;
- Organization of project staff and assigning tasks;
- Coordinating with the MQAM and UXOQCS and Unexploded Ordnance Safety Officer (UXOSO) to ensure project quality and safety issues are addressed;
- Developing Project Plans and associated documentation;
- Technical review of all project deliverables;
- Approving project documents;
- Communicating project related information from the client;
- Liaison between the project staff and subcontractors;
- Liaison between project staff and other internal groups;
- Investigation of nonconformance and implementation of corrective actions;
- Evaluation of the effects that nonconformance has on the project and the appropriateness of reporting these issues with the client;
- Providing appropriate documentation of nonconformance when reporting to the client;
- Serving as final reviewer prior to release of project information; and
- Approving and signing outgoing correspondence.

The PM might delegate portions of the responsibilities to the Site Manager and Senior Unexploded Ordnance Supervisor (SUXOS) who are assigned to be on-site for the duration of the project.

2.5 Site Manager

The Site Manager, Brian Stockwell is responsible for assuring the resources of the project team is dedicated to execute the field phases of the project. The Site Manager is responsible for on-site client coordination relating the details of the project and activities of the project team. He/she will assist the PM in maintaining sufficient resource allocations to meet the project schedule and budget and provides daily reports to the PM on progress of the project.

The responsibilities of the Site Manager as they relate to quality of the project include:

- Regularly reviewing the project WPs;
- Monitors work progress and adherence to project requirements for task completion;
- Provides logistical support for field operations;
- Interfacing with the subcontractors;
- Conducting onsite status meetings on a weekly basis;
- Assist in preparing required submittals;
- Provides integration of subcontractor services to provide optimum support to the SUXOS;
- Liaison with project staff and subcontractors as well as the onsite client representative; and
- Notification of the PM if conflicts arise with the proposed schedule.

2.6 Munitions Quality Assurance Manager

The MQAM, Scott Wardle supports the PM in day-to-day operations and also reports directly to the Corporate QA Manager on matters relating to quality. The MQAM has sufficient authority, including stop work authority, to ensure that project activities comply with applicable specifications of the contract and QCP. This authority applies equally to all project activities onsite, PIKA or subcontractors and suppliers. The UXOQCS Lew, Kovarik, will fulfill the site specific responsibilities of the MQAM and the Corporate Quality Manager, Scott Wardle, will support the program and training responsibilities of the MQAM for the duration of the Task Order.

The MQAM responsibilities include:

- Overall Program Quality Management on Munitions and Explosives of Concern (MEC) related projects;
- Selection of fully qualified personnel as UXOQCS;
- Training site UXOQCS in the performance of their duties;
- Supervision of project UXOQCS;
- Ensure compliance with contract documents specifications relating to QC;
- Assess the effective implementation of the project QCP;
- Has the authority to stop work when significant conditions adversely impacts the quality of work and such action is warranted; and
- Identify quality problems and ensure that unsatisfactory conditions are controlled until proper disposition has occurred.

2.7 Corporate Health and Safety Manager

PIKA's CHSM will be responsible for:

- Implementing the Corporate Health and Safety Program;
- Reviewing and monitoring compliance with project-specific health and safety plans (HASPs);
- Implementing corrective measures for health and safety deficiencies; and
- Enduring required training and medical monitoring of personnel.

The CHSM has the authority to require corrective measures related to health and safety issues and to stop work if required, to ensure a safe working environment.

2.8 UXO Quality Control Specialist

Lew Kovarik holds the position of PIKA site UXOQCS and has the responsibility and authority to enforce the site-specific QC plans and procedures. This individual reports to directly to the MQAM and coordinates site activities with the SUXOS on site.

The UXOQCS's responsibilities include:

- Coordinating with the client to ensure that QC objectives appropriate to the project are set and all personnel are aware of these objectives;
- Maintain a QC log to document details for field activities during QC monitoring activities to serve as a memory aid in preparation of the daily QC Report;
- Coordinating with the PIKA's MQAM to ensure that QC procedures are being followed and are appropriate for achieving data validity sufficient to meet QC objectives;
- Conducting periodic QC surveillances of all site activities using the 3 phase inspection process and recording the findings in the Preparatory, Initial, and Follow-on Phase Daily Quality QC Report;
- Conduct random sampling of Ammunition, Explosives, and Dangerous Articles (AEDA) and Range Residue cleared from the site;
- Reporting noncompliance with QC criteria to PIKA's MQAM, PM and SUXOS. and documenting these non-conformances on the PIKA Nonconformance Report;
- Initiate a Rework Items List on nonconformance areas that must be re-accomplished to meet quality specifications;
- Conduct QC Meetings. Record meeting outcome in the Follow-on Phase Daily Quality Control Report;
- Coordinating with the responsible parties to initiate the proper corrective actions to be taken in the event of a QC deviation and documenting these actions on the Corrective Action Request; and
- Ensuring that Lessons Learned are documented and forwarded to the PIKA QC Manager for analysis.

3.0 THREE-PHASE CONTROL SYSTEM

PIKA will use the Three-Phase Control System to ensure that the Team is ready to begin each new feature of work. The complexity of each task or group of tasks will determine the definable features of work and, therefore, the number of meetings and inspections. The control system will cover work on-site and off-site, and the work performed by PIKA subcontractors and suppliers. The QC Manager and staff will be responsible for:

- Developing the definable features of work;
- Notifying appropriate people for meetings;
- Documenting the meetings and distributing the minutes; and
- Monitoring the work.

3.1 Preparatory Phase

Before the start of a new phase (definable feature) of work, the USACE Contracting Officer's Representative (COR) and PM will be notified at least 48 hours in advance of a Preparatory Meeting. This meeting will be conducted by the QC Manager and attended by the Site Manager, relevant Site Superintendent, other applicable QC Personnel, and other key participants in the new phase of work. The minutes of the meeting will be prepared by the QC Manager, distributed to the participants, and documented on the Preparatory Phase Daily Quality Control Report (Attachment 1). The applicable workers will be instructed as to the performance required to meet the requirements of the contract for this phase of work. Specific topics for review at this meeting include:

- Review of each paragraph of applicable specifications and contract drawings;
- Ensure that all submittals and permits have been approved;
- Review inspection and/or testing criteria;
- Examination of the work area to assure that preliminary work has been completed satisfactorily;
- Examination of required materials and equipment are on hand, properly stored, and ready for use;

- Review the activity hazard analysis to assure safety requirements are met;
- Ensure that site personnel have been trained in required classes for safety and security;
- Discussion of procedures for the execution of work; and
- Establishment of levels of performance and review minimum acceptable performance standards.

The task order for each of the definable features of work or groups of similar tasks are included in Attachment 2.

3.2 Initial Phase

The Initial Phase inspection for each definable feature of work will occur after a representative portion of that feature of work has been completed. The purpose of the Initial Phase is to verify the workmanship standards are being implemented and corrected, if need be, and the work is performed to the level of workmanship mutually agreed to. The USACE COR will be notified 48 hours in advance of the Initial Phase. Minutes of this Phase will be taken by a QC representative, distributed to participants, and documented on the Initial Phase Daily Quality Control Report (Attachment 1). The Initial Phase inspection will:

- Review minutes of the Preparatory Meeting;
- Verify contract compliance;
- Verify plans for control inspection and testing;
- Verify level of workmanship versus standards;
- Resolve differences; and
- Review safety versus activity hazard analysis.

The Initial Phase will be repeated for each new crew to work on site, at the start of each new work feature, any time acceptable specified quality standards are not being met, or when modifications will impact existing PIKA procedures.

3.3 Follow-On Phase

Follow-on Phase inspections will occur daily throughout the task to assure continuing compliance with both contract specifications and the requirements of the WP. The inspections and observations will be documented on the Follow-on Phase Daily Quality Control Report (Attachment 1). Any deficiencies will be corrected and a follow-up check conducted to ensure that a deficiency does not continue. If deficient work is identified, PIKA will implement corrective action immediately and will provide the USACE COR with a written description of the corrective action within five calendar days.

3.4 Additional Preparatory and Initial Phases

PIKA will conduct additional Preparatory and Initial Phase meetings and inspections during the same definable feature of work at the direction of USACE if the quality of work is unacceptable, if there are changes in the QC staff or task supervisors, if a definable feature of work is restarted after a substantial period of inactivity, or if other problems develop.

4.0 TRACKING DEFICIENCIES

Nonconforming items and activities are those that do not meet the design drawings, construction specifications, procurement document criteria, approved work procedures, or the QCP.

Nonconformance may be detected and identified by any site worker including:

- QCP personnel during construction operations by field inspections and/or verification testing;
- Laboratory personnel during the preparation for and performance of laboratory testing and/or during calibration of equipment;
- USACE personnel during the performance of audits or surveillances; and
- Construction team during construction operations by field inspections.

Each nonconformance affecting quality will be documented by the personnel identifying or originating the nonconformance. For this purpose, the results of calibration and laboratory analysis QC tests, audit reports, inspection reports, or an internal memorandum or letter can be used as appropriate. This documentation will be compiled by the QC Manager and documented in a Nonconformance Report and Corrective Action Request form and submitted to the USACE COR. Nonconformance Report and Corrective Action Request forms are found in Attachment 1.

This report will, when necessary, include:

- Description of nonconformance;
- Identification of individual(s) identifying or originating the nonconformance;
- Method(s) for completing corrective action and corrective action taken;
- Schedule for completing corrective action and corrective action taken; and
- Responsible individuals for correcting the nonconformance and verifying satisfactory resolution.

It is the responsibility of every one working on the site to inform the QC personnel of a nonconformance. The QC personnel will discuss the issue and if necessary stop work to

resolve the issue. In addition, the USACE COR will be notified by the QC Manager, no later than 24 hours of nonconformance that could impact the results of the work. A corrective action will be determined and implemented. QC personnel will verify completion and effectiveness of corrective actions for nonconformance. Any recurring nonconformance should be evaluated by the USACE COR, PM, and QC Manager to determine its cause and the appropriate changes instituted to prevent future recurrence. When such an evaluation is performed, the results will be documented.

5.0 PROJECT PROCESS QUALITY CONTROL

5.1 Geophysical Instrument Standardization

Equipment function verification will be performed at the site to ensure that the geophysical survey equipment is working according to manufacturer's specifications and is appropriate for the intended reacquisition and excavation QC activities.

5.2 *Equipment Function Verification*

Equipment function verification will be performed at the site to ensure that the geophysical survey equipment is working according to manufacturer's specifications and is appropriate for the intended reacquisition and excavation QC activities.

5.3 *Calibration Site Establishment*

One or more calibration test areas will be established at convenient locations. Each calibration site will consist of marked, reference areas where calibration and QC tests may be performed.

Equipment Warm-Up—Most instruments require a few minutes to warm up before data collection begins to minimize sensor drift due to thermal stabilization effects. All instruments will be allowed to warm up for at least 5 minutes before data collection. This procedure will be followed each time the instrument is powered up (e.g., at the start of the day, after breaks, etc.).

Record Sensor Position—At the beginning of the survey, and thereafter at any change in form factor, or when a sensor is reattached to a pole or cart, the relative positions of the sensors and the sensor heights off the ground will be measured and recorded.

6.0 SAMPLING AND TESTING

The purpose of sampling and testing is to obtain an objective, typically quantitative, measure of conformance with the WP. PIKA will outline the type and frequency of sampling and testing to be conducted for each specific task in the WP. The testing and analytical laboratories will be discussed with the USACE COR for approval. The sampling and testing include:

- Soil sampling and testing for environmental contaminants;
- UXO Construction Support test equipment calibration;
- Geophysical surveys and test equipment calibration; and
- Waste sampling for waste characterization and disposal requirements.

The QC Manager and support personnel will verify that the sampling and testing personnel are trained in the relevant procedures. They will witness the sampling and testing to verify that the proper equipment is available, that the equipment has been calibrated against certified standards, that the procedures are followed, and that the activities are documented. Any nonconformance will be discussed and resolved immediately or corrective actions will be instituted. PIKA will use Test America in North Canton, Ohio for the analysis for environmental contaminants and all waste characterization samples.

The sampling and testing events will be identified and reported in the Follow-on Phase Daily Quality Control Report and analytical and test result forms will be filed. The USACE COR personnel will be advised of the analytical and test results on a regular basis. PIKA understands that the USACE COR may conduct QA checks of testing techniques and results.

6.1 Equipment Calibration and Tests

Measurement equipment used on site, e.g., sampling pumps, magnetometers, real-time monitors, etc., will be checked for operational reliability and calibration in accordance with the manufacturer's specifications.

6.2 Documentation of Testing

Results will be documented by the individual performing the test. Calibration and maintenance records associated with the measuring and testing equipment will be generated by the individual performing the activity. Documentation for required calibrations, testing and maintenance of measuring and testing equipment will be stored in the field office until the project is completed. When the project is completed, all files will be transferred to the corporate office in Houston, Texas. All project files will be made available to the COR upon request.

6.3 Maintenance Program

All tools, instruments and equipment deployed to the project will be properly maintained and calibrated (as necessary) in accordance with the instrument manufacture specifications or standard industry practices. This applies to equipment used in the field for UXO safety support and related activities affecting quality, including geophysical instruments, communications equipment, vehicles/machinery, environmental monitoring equipment and personal protective equipment.

Equipment will be protected from dust and contamination and visually checked for damage prior to use. Preventative maintenance on the metal detectors will be performed on a regular basis. Critical spare parts will be kept on site to minimize downtime.

7.0 SUBMITTALS

PIKA and the USACE COR will determine the submittals required for each specific task and include them in the Project Management Plan (PMP). The list of submittals provided in the PMP may be modified during the preparation of the task WP. This will allow the USACE COR time to review and approve the submittals before work begins.

The QC Manager and PM will delegate staff to assist with the collection of, and the scheduling of, submittals for each task. Each submittal will be listed in chronological order on Form 4025 or its equivalent and delivered to the USACE COR. PIKA will ensure that the submittals are in compliance with the contract.

The submittals will be reviewed and approved by the USACE COR. Any modifications will be made by PIKA. The submittal schedule will be maintained by the QC Manager or delegate. Any adjustments of dates will be justified to the USACE COR. Submittals to be furnished by subcontractors or suppliers will be managed by PIKA.

8.0 REPORTING AND DOCUMENTATION

PIKA will comply with its reporting and documentation procedures requiring multiple peer and technical reviews and a final technical edit before submitting a report to a customer. The PM and Independent Technical Review (ITR) team will work together to ensure instructions and procedural items are given to the reviewers and that the reviews are documented. The QC Manager will audit the report review and documentation process. The independent reviews will be performed by persons equally qualified as those performing the original work but who were not performing the work. These independent reviewers may be from within PIKA, or non-PIKA personnel.

Compliance with the requirements of the site investigation specifications for each task of the Compliance Restoration Site CC-RVAAP-80 Propellant Can Tops Area will be documented. Documentation will consist of records prepared by QC personnel, the testing and analytical laboratories, the design and construction personnel, and any subcontractors. The various reports are discussed below.

8.1 Follow-on Phase Daily Quality Control Report

Whenever there is any construction activity, a Follow-on Phase Daily Quality Control Report will be prepared. Other records required will depend on the specific work being performed that day.

The Follow-on Phase Daily Quality Control Report will be prepared by the QC personnel and reviewed by the QC Manager and the Site Manager. The Follow-on Phase Daily Quality Control Report form is found in Attachment 1. It will contain the following:

- The contractor/subcontractor name and area of responsibility;
- Date and report number;
- Summary of the weather conditions;
- Summary of locations where work is occurring;
- List of personnel on the project and names of visitors to the site;
- Summary of any meetings held and attendees;
- Submittals reviewed and action taken;

- Description of any off-site surveillances;
- Description of all materials received and acceptability;
- Reference to test or control inspection performed and results;
- Description of equipment with hours worked and down time;
- Certificates for calibration and recalibration of test equipment;
- Results of safety evaluations and results;
- Description of nonconformance and corrective actions taken; and
- Signature of person completing the report and QC Manager's review.

The original and one copy of the Follow-on Phase Daily Quality Control Report will be provided to the USACE COR and/or designated site representatives and PM. Non-work days will be covered in the next work day so that each calendar day of the task will be accounted for throughout the contract period. Copies of the test results will be attached.

8.2 Weekly Reports

Weekly progress reports will be prepared by the PIKA Site Manager and submitted through the PIKA PM to the USACE COR. The weekly progress report will summarize the progress, plans for the next week, and problems.

8.3 Nonconformance Report and Corrective Action Request

Whenever any material or workmanship does not meet the specified requirements or has an obvious defect, the appropriate personnel will be notified and a Nonconformance Report and Corrective Action Request will be completed by the QC Manager.

8.4 Photographic Record

Any photographs used to document the progress and acceptability of the work activity will be referenced in the Follow-on Phase Daily Quality Control Report and attached to the final report. Each photo will be identified individually as well as in a photograph log that contains the following information:

- Date, time, location, and direction of the photograph,
- The name of the photographer, and
- Brief description of the activity photographed.

8.5 Final Report

When a specific design and/or construction task for Compliance Restoration Site CC-RVAAP-80 Propellant Can Tops has been completed and the final inspection/punch list shows that all items have been resolved, PIKA will prepare an investigation report to submit to the USACE Contracting Officer (KO)/COR. The report will document the process and procedures used in conducting the geophysical delineation, and describe all soil sampling activities conducted during this project. The report will include details about pre-mobilization, mobilization, site preparation, the geophysical delineation, sample collection, decontamination, analytical results, waste management, event chronology, final site inspection, and mapping. The investigation report maps will include the delineation of known and/or suspected buried waste materials, and the locations of MI sample area boundaries.

8.6 Document Control

The master file includes all historical documents related to the site and task as well as all site-related documents prepared under this contract until the completion. The master file will contain the following information: project file index, proposal documents, project initiation documents, contract documents, project accounting and finance documents, schedules, correspondence, meeting notes, project permits, laboratory documentation, deliverables, field photos, waste management documentation, environmental safety and health documentation, subcontracts, client-furnished drawings/data/equipment documents, company reviews and comments, client approval/reviews and comments, quality documents, manuals, maps, project training records, and superseded/voided documents. Documents in the master file will contain the following information, if applicable: document number, title, date, revisions, and supplements to the document.

Documents will be retained in a safe location and protected from environmental damage. The original documents will be delivered as a hard copy and/or electronic file to the USACE COR after the final report is approved. The master file will be maintained

by PIKA International, Inc. at Building 1036 at the RVAAP until approval of the final report is obtained from the regulatory agencies. After all reports are finalized, the master file will be moved to PIKA's corporate offices in Houston, TX and maintained for a minimum of ten years.

8.7 Definable Features of Work

Each task or group of similar tasks will be divided into separate and distinct subtask. The definable features of work for this project have been identified as:

- Delineate the boundaries of the propellant can lid area;
- Confirm the presence or absence of releases of propellants and/or other MC to the surface soils at the AOC; and
- Prepare an investigation report to document the process and procedures used to delineate the boundaries of the propellant can lids area and document all details pertaining to the soil sampling activities conducted during the investigation.

8.8 Coordination Meeting

The Coordination Meeting will be scheduled by the USACE COR after the Project Kickoff Meeting and before the start of any work. The entire QC staff will attend the meeting (PIKA and subcontractors). The PIKA and Corps staff will review this QCP and reach a mutual understanding of the roles for QC. Details of the control process will be discussed to include forms, testing, reports, definable features of work, and final inspections. Changes to the QCP will be discussed and the changes must be approved before work begins. The meeting minutes will be recorded and distributed to the participants.

8.9 Completion Inspection

At the completion of each task the QC Manager will conduct an inspection and create a punch list of items which need to be completed or modified to comply with the requirements. The list of deficiencies becomes a part of the quality documentation. The QC Manager will re-inspect the list of items to verify correction of the deficiencies and document the completion.

8.10 Notification of Noncompliance

PIKA will take immediate corrective action after notification by the USACE KO/COR of a noncompliance issue. PIKA will gather the required personnel to meet with the USACE CO and delegates to discuss the noncompliance issue and agree upon the corrective action. PIKA understands that if a corrective action takes more than a day the work could be stopped until the action has been approved.

8.11 Deficiency Tracking System

PIKA will track the deficiencies on a log which identifies the project/task, item number, date, initiated by, description, responsible party, corrective action date, re-inspection results, and corrective action approval date. The log will be maintained at the work site and be available to the Corps for review and submitted to the USACE COR monthly.

ATTACHMENT 1

Project Forms



Quality Control Report

Date: _____
Report Number: _____
Project Location: _____

Contract Number: _____
Job Number: _____

Type of Inspection Performed: ☐ Preparatory ☐ Initial ☐ Follow On

Operation Inspected:

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Mobilization/Setup | <input type="checkbox"/> Safety | <input type="checkbox"/> Quality |
| <input type="checkbox"/> UXO Clearance | <input type="checkbox"/> Geophysical | <input type="checkbox"/> Survey |
| <input type="checkbox"/> Thermal Treatment | <input type="checkbox"/> Hammermill | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Explosives | <input type="checkbox"/> Scrap | <input type="checkbox"/> Demobilization/Closure |
| <input type="checkbox"/> List Other Operation: _____ | | |

Quality Inspection Results:

Follow Up Action(s) Required: See NCR #: See CAR#:

Follow Up Action Verification: See NCR #: See CAR#:

Remarks:

I certify that this report is complete and correct and that I or my authorized representative(s), have inspected the work performed this day and have determined that all materials, equipment and workmanship are in strict compliance with plans and specification except as noted herein.

Name, Quality Control Specialist

Date



Quality Control Report

Definable Feature	Pass/Fail N/A	Details of Compliance, Non-Conformance, Names, Other Comments
VERIFY APPROVED AND CURRENT WORK PLAN ON-SITE		
VERIFY APPROVED AND CURRENT SSHP AND INCLUSIONS ON-SITE		
CONFIRM EMERGENCY TELEPHONE NUMBERS		
CONFIRM THAT AHA'S ARE COMPLETE AND CURRENT		
VERIFY THAT MSDS ARE CURRENT AND AVAILABLE		
VERIFY APPROVED AND CURRENT OPERATIONAL GUIDELINES ON-SITE		
VERIFY APPROVED AND CURRENT EQUIPMENT MANUALS ON-SITE		
CONFIRM DATA MANAGEMENT SYSTEM MEETS CLIENT REQUIREMENTS		
ASSURE SITE DOCUMENTS/DATE IS MAINTAINED IAW CONTACT REQUIREMENTS		
CONFIRM PLANS ARE PEER REVIEWED		
CONFIRM MQAM REVIEWS AND CERTIFICATION OF PLANS		
CONFIRM CHANGES ARE UPDATED INTO SITE PLANS		
CONFIRM PROCESSING PROCEDURE AND SOFTWARE USED. VERIFY TRANSFER OF DATA TO DATA MANAGEMENT SYSTEM		
CONFIRM DATA PROCESSING DOCUMENTATION		
CONFIRM GEOPHYSICAL DATA GENERATED IS PROPERLY STORED, MARKED AND TRACKED		
ASSURE PROGRAM SCHEDULE IS CURRENT		
VERIFY COMPLIANCE WITH DATA PROCESSING QC PLAN		
VERIFY DATA ARCHIVING IAW DATA MANAGEMENT PLAN PROCEDURES		
VERIFY DATA MANAGEMENT SYSTEM MEETS THE COR REQUIREMENTS		
REVIEW SUBMITTAL REGISTER TO ASSURE IT IS CURRENT AND ACCURATE		
VERIFY PROGRAM SCHEDULE IS CURRENT		
ASSURE QC MEETINGS ARE HELD, REVIEW MINUTES		
CONFIRM THAT SITE LAYOUT IS IAW PROJECT PLANS		
VERIFY THAT MOBILIZATION OF EQUIPMENT AND PLACEMENT IAW PROJECT PLANS		
VERIFY EQUIPMENT OBTAINED IS IN ACCORDANCE WITH PROJECT PLANS		
CONFIRM COMMUNICATIONS SYSTEM IS SET-UP AND OPERATIONAL		
CONFIRM NOTIFICATIONS TO RESPONSE AGENCIES ARE ACCOMPLISHED IAW SSHP		
PRELIMINARY WORK WAS DONE CORRECTLY		
VERIFY INITIAL WORK WAS DONE CORRECTLY		
VERIFY COMPLIANCE WITH SSHP (SPOT CHECK)		
CONFIRM EVACUATION ROUTES ARE IDENTIFIED AND DOCUMENTED		
CONFIRM EXCLUSION ZONE ESTABLISHED IAW SSHP		
CONFIRM EXCLUSION ZONE EVALUATION/ MODIFICATION BASED ON MEC IDENTIFICATION		
CONFIRM DOCUMENTATION OF HAZARD COMMUNICATIONS		
CONFIRM MEDICAL SUPPORT LOCATIONS ARE IDENTIFIED AND DIRECTIONS ARE AVAILABLE		



Quality Control Report

Definable Feature	Pass/Fail N/A	Details of Compliance, Non-Conformance, Names, Other Comments
AUDIT SAFETY MEETING DOCUMENTATION		
AUDIT SITE VISITOR DOCUMENTATION		
CONFIRM THAT PERSONNEL HAVE RECEIVED SITE-SPECIFIC TRAINING		
CONFIRM OPERATOR TRAINING		
CONFIRM COMPLETENESS AND CURRENCY OF REQUIRED TRAINING FOR UXO SPECIALISTS		
VERIFY PERSONNEL TRAINING RECORDS ARE COMPLETE		
AUDIT MEDICAL RECORDS FOR COMPLETENESS AND CURRENCY		
MONITOR DAILY INSPECTION AND DOCUMENTATION OF EQUIPMENT INSPECTIONS BY OPERATORS		
CONFIRM VEHICLES ARE INSPECTED DAILY AND HAVE REQUIRED MAPS AND FIRST AID KITS		
CONFIRM MEC TRANSPORT VEHICLE INSPECTED FOR COMPLIANCE WITH SSHP		
VERIFY/INSPECT EXPLOSIVE TRANSPORT VEHICLE FOR COMPLIANCE WITH SSHP		
REVIEW AND VERIFY PROPER MAINTENANCE		
CONFIRM MEDICAL SUPPLIES ARE REPLENISHED AND IN PROPER LOCATIONS		
VERIFY LOCATION AND SERVICEABILITY OF FIRE EXTINGUISHERS		
VERIFY TEST GRID LOCATIONS ARE SELECTED IAW WORK PLAN		
CONFIRM TEST GRID LAYOUT IS IAW PROJECT PLANS		
VERIFY IDENTIFICATION OF ITEMS		
VERIFY GEOPHYSICAL EQUIPMENT IS IAW PROJECT PLANS		
VERIFY GEOPHYSICAL GRID LAY-OUT IAW FIELD SAMPLING PLAN		
VERIFY GEOPHYSICAL DATA IS STORED, MARKED AND TRACKED		
CONFIRM GRID LAYOUT IS IAW WORK PLAN		
VERIFY DAILY EQUIPMENT FUNCTION CHECKS ARE PERFORMED AND RECORDED		
CONFIRM CALIBRATION OF EQUIPMENT		
VERIFY VISUAL SURFACE SWEEPS ARE CONDUCTED ACCORDING TO WORK PLAN		
CONFIRM INTRUSIVE PROCEDURES COMPLIANCE		
CONFIRM ANOMALY IDENTIFICATION		
VERIFY MEC IDENTIFICATION PROCEDURES AND UXOSO VERIFICATION IAW WORK PLAN		
VERIFY MEC ITEMS ARE PROPERLY DOCUMENTED, AND TRACKED		
VERIFY MEC HANDLING/DISPOSITION IS IAW SSHP AND WORK PLAN		
VERIFY DIG SHEET COMPLETION IS IAW WORK PLAN		
VERIFY COMPLIANCE WITH COLLECTION POINT PROCEDURES IN WP		
CONFIRM MEC SEGREGATION AT COLLECTION POINTS DURING TRANSFER		
CONFIRM MEC SCRAP DISPOSAL IAW DIRECTIVES		
CONFIRM NON-MEC SCRAP DISPOSAL IAW DIRECTIVES		

Quality Control Report

[illegible]

QUALITY PROCEDURE 8.3

Control of Non-conforming Product/Service

QP-8.3 Control of Nonconforming Product/Service

PURPOSE

Product or service that does not conform to specified requirements must be identified and controlled to prevent unintended delivery or use. The responsibility for review and disposition of nonconforming product or service is defined.

PROCEDURE

Responsibility for Identification

PIKA provides services in the form of deliverable reports and completed field actions such as site remediation, building decontamination and demolition, and waste management. Program and Project Managers have the responsibility to identify when deliverables, project inspections, and project completions fail to meet the specified requirements at any stage of the project. When a nonconformity is identified it is reported on a Nonconformance Report (Attachment 8.3-1). Nonconformities do not include the typical customer review comments between draft and final reports. They do not include the design development changes between submittal stages.

Controls

- a) Take action to eliminate the nonconformity.

In the case of deliverable reports at any stage of their submittal, PIKA will perform an internal review by discipline knowledgeable staff and editors before the report is submitted. In some cases an independent technical reviewer may be asked to review a report. Time for the reviews must be incorporated into the project schedule.

In the case of field activities that are not conforming to requirements, the managers will stop work long enough to solve the problem and restart activity. The customer must be notified if the delay is longer than a day.

- b) Authorize the release, acceptance, or use.

The Program Manager, Project Manager, or higher PIKA Management can decide to release the deliverable, field activity, or item if they believe the nonconformity will have a minimal effect on the project. The customer can also give a written concession to a nonconformity.

- c) Take action to preclude the original intended use or application.

The PIKA Management and the customer can agree to accept a nonconformity for a different use or application.

- d) Nonconformity detected after delivery or use.

In the case of deliverable reports at any stage of their submittal, PIKA will notify the customer that a nonconformity was detected and will be corrected with a revised report submitted as a replacement.

In the case of a field activity where a nonconformity was detected after completion, for example, a final inspection, PIKA will perform the appropriate work to satisfy the requirement.

If material is found to be out of conformance, it will be marked or tagged and segregated from usable material to prevent inadvertent use.

Re-verification

Upon completion of the necessary corrective measures described above, the deliverable or field action is re-verified for conformity to the requirements.

Preventive Action

The Quality Manager will review the records for nonconforming product/service during internal audits, determine if a trend exists, and isolate the root cause of the problem and take appropriate action to prevent recurrence (QP-8.5.3). The reported nonconformance will be entered on a Nonconformance Report Tracking Log (Attachment 8.3-2). A review of this log could delineate trends that can be stopped with preventive action.

RECORDS

PIKA will document the nature of nonconformities and the actions taken to deal with nonconforming services and products. The nonconformance reports will be handled as records and maintained in accordance with QP-4.2.4.

ATTACHMENTS

Attachment 8.3-1 Nonconformance Report

Attachment 8.3-2 Nonconformance Report Tracking Log

Attachment 8.3-1
NONCONFORMANCE REPORT



NON-CONFORMANCE REPORT

NCR NUMBER:

Project Name/Location:

Contract No:

Date:

Project No:

Task Order No:

I. Non-Conformance Description (including requirement violated if applicable)

Identified By:

Date:

II. Root Cause of Non-Conforming Action:

III. Corrective Action(s) to be Taken:

To be Performed by:

Date to be Completed:

NON-CONFORMANCE REPORT CONTINUED

NCR NUMBER:
Project Name/Location:
Contract No:

Date:
Project No:
Task Order No:

IV. Actions to be Taken to Preclude Reoccurrence:

To be Performed by:

Date to be Completed:

Acceptance by:

Project Manager: _____ Date: _____

Corporate QA/QC: _____ Date: _____

Corrective Action(s) Completed by:

Name: _____ Title: _____ Date: _____

Verification by:

Name: _____ Title: _____ Date: _____

Attachment 8.3-2

NONCONFORMANCE REPORT TRACKING LOG



NON-CONFORMANCE REPORT (NCR) TRACKING LOG

Project Name/Location:

Project No:

Contract No:

Task Order No:

TO #	NCR #	Origination Date	Initiated By	Non-Conformance Description	Responcible Party	CA Date	Re-Inspection Results	CA Approval Date

QUALITY PROCEDURE 8.5.2
Corrective and Preventive Action

QP-8.5.2 Corrective and Preventive Action

PURPOSE

PIKA will utilize a formal corrective and preventive action system to investigate the root causes of nonconformities, establish ownership for the problem, assign responsibility for its resolution, document it, and track the results.

Conditions Adverse to Quality

The term used to reference; failures, malfunctions, deficiencies, defective items and non-conformances which present which if uncorrected could have serious effect on safety, quality or performance of activities and requires resolution.

PROCEDURE

Initiation of Corrective Actions

Corrective actions may be requested when a condition, which is adverse to quality or which has the potential for process/service improvement is identified. This includes nonconforming material received from a supplier.

Any PIKA employee can initiate a corrective action request by notifying his immediate supervisor. The employee and supervisor will review the situation with the Project Manager, if he is not the supervisor, or the Program Manager if the higher level is required. Once the situation has been verified the Manager notifies the Quality Manager and completes Parts 1 through 6 of the Condition Adverse to Quality Form (CATQ).

Customer feedback can also initiate a corrective action request. Program Managers and Corporate Senior Managers are responsible for receiving, processing, and responding to customer feedback. Received customer complaints should be evaluated by Management to determine if they warrant a corrective action. If the determination is positive, the management will initiate the CATQ Form and contact the Quality Manager.

The Quality Manager evaluates every complaint and when relevant, initiates the analysis process described below. The Quality Manager, in conjunction with the President and Vice President of Corporate Development, determines the appropriate customer response.

Analysis

The CATQ Form initiates the following process. A thorough analysis of the root causes of the nonconformity or undesirable situation is conducted by the Quality Manager, Program Manager, and Project Manager. This team will review the following to determine the extent and cause of the problem:

- Past internal audits,
- Past corrective actions,
- Related processes and operations,

- Specifications and requirements,
- Customer feedback, and
- Project change orders and rework requests.

Problems are evaluated in terms of potential impact on project schedule and costs, performance, safety, and customer satisfaction. Problems are classified either minor or major. A corrective action is implemented if the problem is major or if a trend is noted that indicates a problem in the quality management system. Corrective actions may not be appropriate for minor problems, but they are noted and tracked.

Ownership and Responsibility

The analysis team determines the ownership of the nonconformity and assigns the corrective action to a person or group of people to resolve and implement the action. The team also sets a response date and suggests a resolution date for the action. Parts 7 through 12 are completed on the CATQ Form.

Verification of Action

Resolutions to corrective actions are reviewed and approved by the Quality Manager. Where the response is unsatisfactory, the corrective action request is re-issued. The Quality Manager conducts periodic reviews/follow up to determine if the corrective actions have been implemented and are effective. Part 13 of the CATQ Form is completed.

Initiation of Preventive Actions

Preventive actions may be requested when potential process/service problems are identified or a trend towards a problem is noticed.

Any PIKA employee can initiate a preventive action request by notifying his immediate supervisor. Customer feedback can also initiate a preventive action request.

The employee and supervisor discuss the situation and determine if action is required based on the potential effects. The team also evaluates solutions and implements one if decided. The team reviews the action taken to determine if further steps are required to prevent a problem.

Lessons Learned

Lessons learned from individual events, client interaction, procedural changes and other circumstances should be recorded by the management team at the time of activity occurrence and provided to the Quality Manager. Lessons learned will be discussed and evaluated by the site management team and incorporated into future project activity for continuous improvement objectives.

RECORDS

The investigation and analysis of the root cause, the assigned corrective/preventive actions, the response and resolution of the actions, and the follow-up verification of the actions shall be fully documented by the team. The documentation becomes a record and is filed and retained per QP-4.2.4.

ATTACHMENTS

Attachment 8.5.2-1: CATQ Form

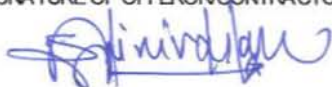

Attachment 8.5.2-1

CONDITION ADVERSE TO QUALITY FORM

CONDITION ADVERSE TO QUALITY FORM					
1. CATQ No.					
2. Date	3. Reporting Individual		4. PIKA Job #	5. Department	
6. Description of CATQ					
6a. Requirement/Item			6b. Deviation or Nonconformance		
7. Disposition			8. Remedial Actions/Justifications		
9. Significance			10. Root Cause (complete for a significant CATQ only)		
11. Corrective Action(s) to Prevent Recurrence					
11a. Action(s)			11b. Responsibility	11c. Schedule Completion	
12. Approvals					
Resp. Mgr.	Date	QA Manager	Date	QA Function	Date
13. Closeout					
QA Function			Date		

ATTACHMENT 2

Task Orders

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 93	
2. CONTRACT NO. W912QR-10-P-0058		3. AWARD/EFFECTIVE DATE 15-Jun-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER W912QR-10-T-0041	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MISTY D JONES		b. TELEPHONE NUMBER (No Collect Calls) 502.315.7401		6. SOLICITATION ISSUE DATE 05-Apr-2010	
9. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2267		CODE W912QR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 562910		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO ENVIRONMENTAL BRANCH 600 DR. MLKJ PLACE P.O. BOX 59 ROOM 921 LOUISVILLE KY 40201-0059		CODE H2LOH00		16. ADMINISTERED BY CIVIL/OPS/ENVIRONMENTAL BR ATTN: HEATHER BAUER 600 DR. M. L. KING, JR. PL., RM. 821 LOUISVILLE KY 40202-2236		CODE H2CTCHDB	
17a. CONTRACTOR/OFFEROR PIKA INTERNATIONAL, INC. TERRY KASNAVIA 12723 CAPRICORN ST STE 500 STAFFORD TX 77477-4022		CODE 3SEM1		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER (UFC) 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE 964145	
FACILITY CODE				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
TEL. 281.340.5525							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$157,630.54			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE Contractor's Proposal <input checked="" type="checkbox"/> OFFER DATED <u>17-May-2010</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 24-Jun-2010			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) SKINI NERALLA, VP		30c. DATE SIGNED JUNE 24, 2010		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LISA A ROSEBERRY / Added by SUMI		31d. TEL: 502.315.6190 EMAIL: lisa.a.roseberry@usace.army.mil	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 93

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-DEC-2011	1	ENVIRONMENTAL BRANCH 600 DR. MLKJ PLACE P.O. BOX 59 ROOM 921 LOUISVILLE KY 40201-0059 FOB: Destination	H2L0H00
0002	31-DEC-2011	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H2L0H00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.	\$145,947.93	\$145,947.93
	Environmental Services FFP				
	Contractor shall provide compliance restoration site CC-RVAAP-80 and other environmental services for Ravenna Army Ammunition Plant, Ravenna, Ohio IAW contractor's proposal dated 17 May 2010 and scope of work dated 22 March 2010. FOB: Destination				
				NET AMT	\$145,947.93
	ACRN AA				\$145,947.93
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.	\$11,682.61	\$11,682.61

Environmental Services
FFP

Contractor shall provide compliance restoration site CC-RVAAP-80 and other environmental services for Ravenna Army Ammunition Plant, Ravenna, Ohio IAW contractor's proposal dated 17 May 2010 and scope of work dated 22 March 2010.
FOB: Destination

NET AMT	\$11,682.61
---------	-------------

ACRN AB	\$11,682.61
CIN: 00000000000000000000000000000000	

SPECIAL INSTRUCTIONS

Special Instructions

Provide Environmental Services for the U.S. Army Corps of Engineers, for Compliance Restoration and Other Environmental Services at the Ravenna Army Ammunition Plant in Ravenna, Ohio, in accordance with the enclosed Scope of Work.

It is the intent of the Government to make one (1) award from this Request for Proposal (RFP).

Submit Proposals to: U.S. Army Corps of Engineers
Room 821, ATTN: Misty Jones
600 Dr. Martin Luther King, Jr. Place
Louisville, KY 40202

Proposals are due on 24 May 2010 at 11:00 AM EST. Fax and electronic submittals will not be accepted.

For contractual/technical questions, please contact Misty Jones at (502) 315-7401 or by e-mail at misty.d.jones@usace.army.mil

SCOPE OF WORK

SCOPE OF WORK

FOR

COMPLIANCE RESTORATION SITE CC-RVAAP-80

AND OTHER ENVIRONMENTAL SERVICES

RAVENNA ARMY AMMUNITION PLANT

RAVENNA, OHIO

22 MARCH 2010

The Louisville District, U.S. Army Corps of Engineers (USACE) is requesting environmental services as described in this Scope of Work (SOW) at the former Ravenna Army Ammunition Plant (RVAAP).

Compliance Restoration (CR) site CC-RVAAP-80 (Group 2 Propellant Can Lids) is potentially impacted by range-related debris (RRD) and/or chemical residues of munitions or munitions constituents (MC). Response actions are required under the Defense Environmental Restoration Program (DERP), Installation Restoration Program (IRP) to further identify these materials and investigate this AOC. The SOW identifies specific requirements that will be completed by the Contractor.

This SOW also identifies other services required of the Contractor. This portion of the SOW pertains to water removal services at Load Line 2.

1.0 GENERAL INFORMATION

1.1 Site Description and Location

Past Department of Defense (DoD) activities at the former RVAAP date back to 1940 and include the manufacturing, loading, handling, and storing of military explosives and ammunition. Until 1999, the RVAAP was identified as a 21,419-acre installation. The Ohio Army National Guard (OHARNG) resurveyed the property boundary, finishing in 2003, and the actual total acreage was found to be 21,683.289 acres. As of February 2006, a total of 20,403 acres of the former 21,683-acre RVAAP have been transferred to the National Guard Bureau (NGB) via the United States Property and Fiscal Officer (USP&FO) for Ohio and subsequently licensed to the OHARNG for use as a training site. Currently, RVAAP consists of 1,280 acres in several distinct parcels scattered throughout the confines of the OHARNG's Camp Ravenna Joint Military Training Center (Camp Ravenna). RVAAP's remaining parcels of land are located completely within the Camp Ravenna perimeter fence. The RVAAP facility is controlled by the U.S. Army Base Realignment and Closure Division (BRACD).

Camp Ravenna/RVAAP is located in northeastern Ohio within Portage and Trumbull Counties, approximately 4.8 kilometers (three miles) east/northeast of the City of Ravenna and approximately 1.6 kilometers (one mile) northwest of the Village of Newton Falls. The RVAAP portions of the property are located completely within Portage County. Camp Ravenna (inclusive of RVAAP) is a parcel of property approximately 17.7 kilometers (11 miles) long and 5.6 kilometers (3.5 miles) wide. The facility is bounded by State Route 5, the Michael J. Kirwan Reservoir, and the CSX System Railroad on the south; Garrett, McCormick, and Berry Roads on the west; the Norfolk Southern Railroad on the north; and State Route 534 on the east. Camp Ravenna is surrounded by several communities: Windham on the north, Garrettsville 9.6 kilometers (six miles) to the northwest; Newton Falls 1.6 kilometers (one mile) to the southeast; Charlestown to the southwest, and Wayland 4.8 kilometers (three miles) to the south. The property location is depicted in Figure 1.

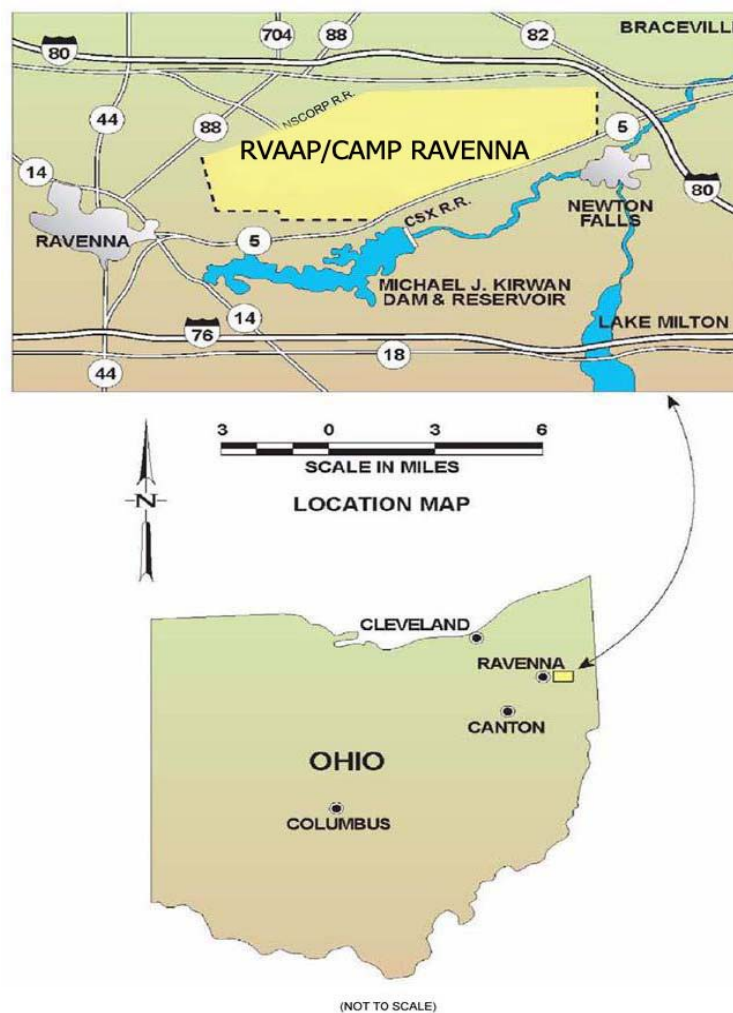


Figure 1. RVAAP/Camp Ravenna Location and General Vicinity Maps

Camp Ravenna did not exist when the RVAAP was operational, and the entire 21,683-acre parcel was a GOCO industrial facility. The RVAAP BRACD sites encompass investigation and clean up of past activities over the entire 21,683 acres of the former RVAAP. Therefore, references to the RVAAP in this document shall include the historical extent of the RVAAP, inclusive of the combined acreages of the current Camp Ravenna and RVAAP, unless otherwise specifically stated.

1.2 Areas of Concern

CC-RVAAP-80: Group 2 Propellant Can Lids

CC-RVAAP-80 consists of the Group 2 Propellant Can Lids area. Propellant can lids or tops were identified on the ground surface/near surface at the southern and northern ends of the former Group 2 Ammunition Storage Area. These materials are typically classified as RRD

(similar to munitions packaging materials); however, this site was never used or classified as an operational range. It is believed that the discarded propellant can lids might qualify as inert scrap metal.

The propellant can lids located at the south end of Group 2 were initially identified by Ohio Army National Guard trainees in the winter of 2008. The propellant can lids were observed in the vegetative area located immediately south of the ammunition storage magazines in the vicinity of the southern railroad spur lines. This area consists of approximately 539,572 square feet (12.4 acres). Reportedly, propellant can lids were also identified at the northern end of the Group 2 area by the Ohio Army National Guard. The reported northern area consists of approximately 43,418 square feet (1 acre).

The Louisville District USACE performed an emergency survey with a metal detector of a portion of the southern area ground surface. Results of the initial investigation revealed multiple magnetic anomalies in the surface and near surface soils. On-site UXO personnel visually identified the surface anomalies as propellant can lids or tops. During the emergency survey it was also noted that the ground surface had been disturbed and contained hummocks (mounds) ranging in height from 1' to 2' throughout the survey area.

As such, the propellant can lids (or RRD) are of environmental concern for the subject area. A geophysical survey is necessary to identify the anomalies and anomalous areas within the subject area, and to characterize the subject area boundary(s).

The anomalies and anomalous areas should be clearly marked during the field survey in order to facilitate a limited soil investigation, and possible future clean up activities. The limited soil investigation is warranted to assess possible releases of propellants (MC) to the surface soils in the vicinity of the can lids.

The site is a low probability site in regards to encountering munitions and explosives of concern (MEC). Therefore, only unexploded ordinance (UXO) construction support will be needed for this project. However, if prior to this project or during any phase of this project MEC are found at the site, the project may be stopped and the site will need to be re-evaluated and potentially assigned a new probability rating.

RVAAP-09: Load Line 2

Former excavation activities conducted at Load Line 2 (RVAAP-09) have resulted in the accumulation of water within the building DB-802 footprint. Restoration activities are now planned at this location, and the accumulated water needs to be removed from the excavation to assist in the restoration of the site.

2.0 PROJECT OBJECTIVES

The objective of this project is to conduct an initial investigation of the above-described Group 2 Propellant Can Lids areas. The investigation shall achieve the following objectives:

- Delineate the boundaries of the propellant can lid areas
- Confirm the presence or absence of releases of propellants and/or other MC to the surface soils at this AOC

Project objectives and the SOW associated with the water removal services at Load Line 2 are described in Section 8.0. Other portions of this document pertain to the activities and requirements associated with the Group 2 Propellant Can Lids areas.

3.0 GENERAL REQUIREMENTS

The Contractor shall possess all the required expertise, knowledge, equipment and tools required to perform the work described in this SOW in accordance with established industry standards. The Contractor shall be responsible for and shall furnish all labor, materials, plant, equipment, and supplies necessary to fully execute the Firm Fixed-Price work described herein within the contract performance period (see Section 4.0).

The Contractor shall perform all environmental services pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA), and National Oil and Hazardous Substances Contingency Plan (NCP) requirements, and coordinating with the Ohio Environmental Protection Agency (EPA) as appropriate. The installation is not on the National Priorities List (NPL).

The Contractor shall comply with all applicable federal, state, and local rules, laws, and regulations. The Contractor shall fulfill the work described in this SOW in a manner that is consistent with any applicable orders or permits, all cleanup agreements or guidance for the Facility, and relevant DoD and Army policy that exist or may become effective during the performance of this contract. This specifically includes the Director's Final Findings & Orders (DFFO), which the Army and Ohio EPA agreed to in 2004. The DFFO establishes certain criteria that apply to the relationship between the Army and Ohio EPA, including but not limited to approval authority, document review schedules, and various agency responsibilities. All work performed shall conform to the DFFO.

3.1 Government Property

All documents, maps, photographs, graphics, mailing lists, radio telemetry transmitters, computer files and the like developed by the Contractor while completing the requirements of this SOW are government property and will be delivered to the facility Point of Contact (POC) upon completion of this project.

3.2 Data Security

The Contractor shall not release any data, reports, or materials collected and/or developed during this project without the expressed written consent of the U.S. Army Corps of Engineers (USACE).

3.3 Deliverables and Document Format

The Contractor shall prepare and submit the following project management documents:

- Project Management Plan (PMP) including a Quality Control Plan (QCP)

In addition (but not limited to), the Contractor shall prepare the following project specific documents (as applicable) in support of the IRA:

- Work Plan (WP)
- Sampling and Analysis Plan (SAP)
- Site Safety and Health Plan (SSHP)
- Quality Assurance Project Plan (QAPP)
- Report of Findings and Conclusions

The Work Plan documents can be developed as Addenda to the approved Facility-Wide documents; however, references to the Facility-Wide documents should be held to a minimum with respect to describing actual field assessment activities. The Work Plan should be treated as the body of the report while the above associated plans are entered as tabbed sections (or incorporated by reference).

The above documents are subject to stakeholder review and approval. All documents shall be submitted by the Contractor in preliminary draft, draft, and final format. The number of documents and their distribution is described below:

Preliminary Draft Documents

Organization	Number of Paper Copies	Number of Electronic Copies
USACE	4	4
RVAAP	2	2
Ohio Army National Guard	1	1
REIMS	1	1

Draft Documents

Organization	Number of Paper Copies	Number of Electronic Copies
USACE	4	4

RVAAP	4	2
Ohio EPA	2	2
Ohio Army National Guard	1	1
REIMS	1	1

Final Documents

Organization	Number of Paper Copies	Number of Electronic Copies
USACE	4	4
RVAAP	4	2
Ohio EPA	2	2
Ohio Army National Guard	2	2
REIMS	1	1

The Army, through the Contracting Officer's Representative (COR), will receive preliminary draft documents from the Contractor and will provide review comments to the Contractor within thirty business days. Once preliminary draft comments are addressed, the Army will review draft and final documents concurrently with the other stakeholders. The Contractor shall ensure that review and response periods are consistent with the applicable regulatory drivers (see DFFO). All documents shall be identified as draft until completion of stakeholder coordination, when they will be signed and finalized. One copy of the final documents shall be placed in both the project repositories and Administrative Record (for CERCLA documents).

All documents shall be submitted in electronic and printed format in accordance with the latest version of the document entitled "Ravenna Army Ammunition Plant Deliverable Document Formatting Guidelines." The referenced document is available and can be downloaded from www.rvaap.org/docs/pub/Formatting_Guidelines.pdf.

All reports are to be typed. Field notes shall be reviewed for quality assurance (QA) and then be submitted in handwritten form. Other handwritten field originals shall also be included in the reports.

In addition, final electronic document files must be in text-searchable PDF format and be accompanied by defined metadata for upload into the Army Repository of Environmental Documents (READ).

The contractor shall secure a USACE approved laboratory that can provide analytical data in the USACE Automatic Data Review (ADR) electronic format. All samples collected and analyzed under this agreement shall be provided in the referenced electronic data deliverable (EDD) format. The project-specific library file must be maintained to accurately reflect all of the analytical quality and will be provided to both the USACE and the sub-contract laboratory for use in screening EDD submittals.

Data review must comply with the procedures outlined in the Louisville Quality System Manual (QSM) Supplement and provide compatibility with data management software, at minimum, Environmental Data Management System (EDMS) software. The Contractor shall set up

libraries in ADR/EDMS for deriving site constituents of potential concern (COPCs). The contractor is responsible for keeping ADR current.

All electronic data submitted by the contract laboratory is required to be error-free, and in complete agreement with the hardcopy data. Data files are to be delivered both by e-mail and/or high density CD accompanying the hardcopy data reports. The disk must be submitted with a transmittal letter from the laboratory that certifies the file is in agreement with hardcopy data reports and has been found to be free of errors using the latest version of the ADR evaluation software provided to the laboratory. The contract laboratory, at its cost, will correct any errors identified by the USACE, Louisville District.

All documents shall be provided in electronic format for posting to the Ravenna Environmental Information Management System (REIMS). All analytical data shall also be provided in EDD format for posting to REIMS. REIMS is currently administered by Mr. Patrick Ryan of SAIC. Mr. Ryan can be contacted at (865) 481-4664. The Contractor shall coordinate with Mr. Ryan to ensure proper sample numbering, EDD formatting, etc.

All project documents must meet the approval of the USACE. Project documents must also meet the approval of the Ohio Environmental Protection Agency (EPA) and all other stakeholders in compliance with the DFFO, and the most current version of the RVAAP Deliverable Document Format Guidelines.

3.4 Electronic Data Files

Currently the Louisville District standards for software are MicroStation Version 8 (.dgn) and MS Office Version 2003 Professional. These products are to be considered the default software of choice unless otherwise specified within individual task order scopes of work, as determined by individual customer requirements or as the District incorporates updated versions of its software.

CADD Files: When required and requested in a task order, all CADD files (survey and topographic data, remedial action design drawings, contaminant migration maps and models, etc.) shall be digitized into files compatible with Microstation vector format (or other format if directed in the individual task order). Specific design file features will be provided in the individual task orders. CADD files shall also meet any upgrade to all Corps of Engineers systems throughout the duration of the contract.

GIS Files: When required and requested in a task order, all GIS files (survey and topographic data, remedial action data collected, contaminant migration maps generated, etc.) shall be submitted compatible with Environmental Systems Research Institute (ESRI) 9.x (shape files or personal geodatabases) format (or other format if directed in the individual task order). All GIS data shall be made compliant to the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) version 2.6 (<http://www.sdsfie.org/>). Specific GIS file features will be provided in the individual task orders. GIS files shall also meet any upgrade to all Corps of Engineers systems throughout the duration of the contract. All GIS data shall be collected using the local State Plane coordinate system using the North American Datum of 1983 and the North

American Vertical Datum of 1988. All files shall be collected using linear units of US Survey feet for both the horizontal and vertical.

Electronic Files: All final reports and documents, including laboratory analysis data, shall be submitted on CD/DVD. Report documents shall be in Adobe (pdf) format, and shall be accompanied by the Contractor's associated work files.

3.5 Conducting Meetings

Unless otherwise specified, the Contractor shall arrange and conduct all meetings required by this SOW. Unless otherwise specified, the installation shall provide facilities for meetings.

3.6 Project Stake Holders

For the purposes of this SOW, project stakeholders include the Army, Ohio Army National Guard, National Guard Bureau, Ohio EPA, the Restoration Advisory Board (RAB), and the general public. The Contractor's required level of involvement may differ for each AOC/Site, and the Contractor shall be responsible for obtaining comments with appropriate approval or concurrence on project deliverables consistent with applicable regulatory drivers and agreements for each AOC/CR site.

4.0 STATEMENT OF WORK

CLIN No. 1 – The Contractor shall implement and complete an initial environmental investigation at Compliance Restoration site CC-RVAAP-80, the Group 2 Propellant Can Lids Areas.

CLIN No. 2 – The Contractor shall provide water removal services as described at Load Line 2.

The Contractor is encouraged to become thoroughly familiar with all programmatic and scheduling requirements contained in this SOW as well as the DFFO in order to prepare the cost proposal. The Contractor is also encouraged to attend a preliminary site visit at the RVAAP facility with the USACE, other Army representatives, and the Ohio EPA. The purpose of the site visit is to familiarize the Contractor with the AOC/CR sites, and to provide other relative information (as applicable) necessary for the Contractor to prepare the cost proposal.

The following additional details and assumptions should also be considered in the preparation of the cost proposal:

- All of the access routes on the subject property are managed by the Ohio Army National Guard (OHARNG). Additionally, the primary AOC listed in this SOW is located on OHARNG property. Military training and other OHARNG activities are priority on OHARNG property. Contractor activities must be coordinated with the OHARNG through Mr. Mark Patterson, the BRACD Facility Manager.
- Contractor is subject to OHARNG security and access procedures.
- Contractor may not disturb soil, water, vegetation, buildings, equipment or animals without prior coordination and approval of the OHARNG.
- Contractor is responsible for repairing damage to any roads, soil, vegetation, drainage, or otherwise caused by their activities on or adjacent to OHARNG property.

All work performed on this SOW shall follow the Contractor's approved Project Management Plan (PMP), and shall be performed in accordance with the following existing documents (if applicable) developed for the facility (or updates to the existing documents, if applicable):

- Ohio EPA's Director's Final Findings and Orders (DFFO) for RVAAP (Ohio EPA 2004)
- RVAAP's Facility-Wide Human Health Risk Assessor Manual (USACE 2004)
- Facility-Wide Ecological Risk Assessment Work Plan (USACE 2003a)

- Facility-Wide Sampling & Analysis Plan and Quality Assurance Project Plan (USACE 2001b)
- Facility-Wide Safety and Health Plan (USACE 2001a)
- Facility-Wide Groundwater Monitoring Program Plan (Portage 2004)
- RVAAP Community Relations Plan (USACE 2003b)
- RVAAP Final Position Paper for the Application and Use of Facility-Wide Human Health Cleanup Goals (USACE 2009)

The above documents are available for review online at <http://www.rvaap.org>. Following contract award, the Contractor may direct questions to the USACE by contacting Mr. Derek Kinder at 502-315-6393.

4.1 CLIN No. 1 – Environmental Investigation at Compliance Restoration Site CC-RVAAP-80.

The detailed Tasks for this SOW are discussed in the following sections.

Task 1.0: Project Management

The Contractor shall provide a Project Manager qualified to oversee all work described in the SOW. The Project Manager shall serve as the single point of contact (POC) and liaison for all work required. All work shall be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors, and omissions and to ensure the accuracy of all work completed under this SOW. The Contractor shall accept direction only from the USACE Contracting Officer (KO) or the designated COR. Any changes to this SOW must be authorized in writing by the KO.

Task 1.1: Project Management Plan (PMP)

Contractor shall develop a Preliminary Draft PMP within 30 days of contract award. The PMP shall summarize Contractor's overall technical and management approach for this project. The PMP shall also include the summary of work to be performed and project schedule, project team roles and responsibilities, and a deliverable matrix in accordance with the project performance objectives.

The PMP shall also include a Quality Control Plan (QCP). The QCP will be developed to define how quality control will be executed for products and performance of work activities by all personnel, including subcontractors.

Upon receipt of USACE comment responses, Contractor shall submit a Draft PMP for stakeholder review and approval. The Contractor shall submit the Final PMP within 30 calendar

days of receipt of COR comments on the draft document or in compliance with the schedule specified by the Ohio EPA. Schedules specified by the Ohio EPA will take precedence over the USACE schedule. Army approval is achieved through the COR, and Ohio EPA approval is achieved through receipt of EPA documentation confirming PMP approval.

Task 1.2: Site Safety and Health Plan (SSHP)

Contractor shall develop a Preliminary Draft Site-Specific Safety and Health Plan (SSHP) addenda for each appropriate task of the project. The SSHP will be presented as an addendum to the Facility-Wide Health and Safety Plan (USACE 2001a). The SSHP Addendum will address task hazard analyses, emergency response, contingency plans, and emergency contacts. The SSHP will include UXO avoidance services. The SSHP will meet the requirements of federal, state, and local regulations and will identify safety and health regulations applicable to the work. The Preliminary Draft SSHP shall be submitted to the USACE within 30 calendar days of contract award.

Upon receipt of USACE comment responses, Contractor shall submit a Draft SSHP for stakeholder review and approval. The Contractor shall submit the Draft SSHP within 30 calendar days of receipt of COR comments on the draft document or in compliance with the schedule specified by the Ohio EPA. Schedules specified by the Ohio EPA will take precedence over the USACE schedule. Army approval is achieved through the COR. The Ohio EPA may provide review and comment on the SSHP; however, does not approve health and safety documents for USACE Contractors.

Task 1.3: Project Execution/Client Correspondence

The following activities and deliverables shall be performed in support of this project:

- Project Kick-Off Meeting
- Monthly Progress Reports
- Records of Conversations
- Teleconference Progress Updates
- Meeting Minutes Documentation
- Public Involvement / RAB Meetings

The above activities will be conducted by the Contractor to achieve project execution, and maintain client correspondence with the USACE. These activities are discussed in further detail below.

Task 1.3.1: Project Kick-Off Meeting - Upon Army and Ohio EPA approval of the PMP and SSHP, the Contractor shall implement and attend an initial Project Kick-Off Meeting at the RVAAP facility. The Contractor shall present the details of the PMP, the SSHP, and the anticipated approach to conducting the IRA Activities. The Kick-Off Meeting is intended to assist the Contractor with the submittal and stake holder approval of the related Work Plan documents.

Task 1.3.2: Monthly Progress Reports - The Contractor shall submit monthly written progress reports to the USACE for every month by the fifth (5th) day of the following month. The monthly reports will include an accurate and current account of all work completed and deliverables furnished to the government. Progress reports will be prepared following the described sections presented in Section XVI of the DFFO. Contractor's payment invoices may accompany the monthly progress reports.

Task 1.3.3: Records of Conversations - The Contractor shall prepare and maintain records of telephone conversations and significant verbal conversations conducted in support of this project. These records will be forwarded with monthly progress reports.

Task 1.3.4: Teleconference Progress Updates - The Contractor shall attend periodic teleconference progress meetings with the USACE to provide project status updates. The progress update meetings are currently held on a biweekly basis.

Task 1.3.5: Meeting Minutes Documentation - The Contractor shall document discussions at all meetings held in support of this project. Meeting minutes will be typed, and distributed to the USACE and installation POCs within 7 calendar days following the meeting.

Task 1.3.6: Public Involvement / RAB Meetings – The Contractor should note that the Installation has an active Restoration Advisory Board (RAB) and detailed information concerning the RAB's organization and activities will be provided to the Contractor. The Contractor shall attend a minimum of one (1) applicable RAB meeting during the specified period of performance at the direction of the COR.

All public participation coordination shall be approved by the Army through the Facility Manager and the COR. The Contractor shall provide the necessary support to initiate, schedule, and address all public participation aspects of the project (e.g., preparation of briefings, presentations, fact sheets, newsletters, articles/public notices to news media, and notifications to RAB members). The Contractor shall be responsible for requesting and addressing all public comments consistent with the applicable regulatory drivers. The USACE COR, or designee, will attend and represent the Army at all meetings with the public.

Task 2.0: Preparation of Work Plan and Supporting Documents

The Contractor shall prepare a work plan (WP) and the necessary supporting documents to implement and complete an initial environmental investigation at the designated Group 2 Propellant Can Lid Areas. The investigation shall consist of a geophysical delineation of the designated areas, and a limited soil investigation of the surface soils in these areas.

Consistent with the RVAAP Deliverable Document Format Guidelines, the deliverables shall consist of the WP, the Sampling and Analysis Plan (SAP), the Site Safety and Health Plan (SSHP as discussed in Task 1.2), and the Quality Assurance Project Plan (QAPP). The WP documents shall follow the most recent version of the outline specified in the RVAAP Deliverable Document Format Guidelines.

The following paragraphs describe the requirements associated with the Contractor's development of the WP documents:

Contractor shall develop a Preliminary Draft WP, SAP and QAPP within 60 days of approval of the final PMP. The SAP and QAPP will be developed as an Addendum, tiered under the existing RVAAP Facility-Wide SAP (USACE 2001b), to comply with USACE and Ohio EPA requirements.

All analytical work shall be performed in accordance with the most recent version of the DOD Quality System Manual (QSM). Sampling objectives will be established and the appropriate method will be identified to satisfy the performance objectives. The chemical analytical laboratory must be selected and included in all QAPP deliverables. No sampling activities shall commence until all plans are approved.

Upon receipt of USACE comment responses, Contractor shall submit a Draft SAP and QAPP for stakeholder review and approval. The Contractor shall submit the Final documents within 30 calendar days of receipt of Ohio EPA comments. Schedules specified by the Ohio EPA will take precedence over the USACE schedule. Army approval is achieved through the COR, and Ohio EPA approval is achieved through receipt of EPA correspondence confirming the Plan approvals.

Task 3.0: Implementation of Work Plan

Within 30 days of Final WP approval, Contractor shall begin implementation of the WP by performing the field assessment activities specified in the approved plan. A revised schedule for implementation of field activities may be warranted due to weather conditions or other unforeseen changes in the project schedule. The USACE reserves the right to modify the schedule for field activities due to inclement weather, and for safety and health purposes.

The Contractor shall be responsible for and bear all associated costs necessary to achieve the objectives of the WP. This includes, but is not limited to, possible vegetation clearing activities, the geophysical delineation, and the soil sampling and analysis activities. Right of Entry to the Ravenna facility shall be coordinated with the OHARNG and the Army. Coordination with both agencies must first go through the Ravenna Facility Manager.

Task 3.1: Geophysical Delineation

The Contractor shall implement and complete a geophysical delineation of the buried or near surface materials (propellant can lids, etc.) in the designated Group 2 areas. The geophysical equipment must be appropriate and capable of identifying horizontal and vertical anomalies caused by buried waste. The proposed equipment and anticipated limitations shall be detailed in your proposal. The geophysical survey personnel shall be capable of producing working maps in the field or be capable of transmitting data back to the office and receiving a map back from the office prior to beginning work the next day.

The Contractor shall provide a cost of mobilization and demobilization, and a unit cost per day for the total geophysical survey cost including equipment, personnel, and daily map production support.

Task 3.2: Collecting Surface Soil Samples

Contractor shall collect Multi Increment® (MI) surface soil samples based on the results of the geophysical delineation. Up to three (3) (3 maximum plus QA samples) MI surface soil samples will be collected within those areas that are identified to include near surface propellant can lids or other possible waste materials.

The MI surface soil samples shall be obtained by collecting a minimum of 30 increments per sample area from 0 to 1 foot below ground surface (bgs). MI Sample areas should be approximately one quarter of an acre or less in size. Multiple smaller areas where anomalies are found can be combined into one designated MI sample area. Anomaly avoidance should be used during sampling to ensure soils around the anomalies can be collected to the desired depth of 1 foot bgs. The Contractor shall provide a unit price and total price for this task.

Task 3.3: Sample Analysis

Contractor shall provide fixed unit costs and total cost for analyses as specified in Table 1 included in this SOW. Costs shall include all labor, materials, equipment, and supplies necessary to complete this task. All samples shall be analyzed for TAL Metals, and common propellants used by the DoD including Nitrocellulose, Nitroglycerine, Nitroguanidine, and Perchlorate. One (1) of the samples shall also be analyzed for the RVAAP full suite as prescribed in the Facility Wide SAP. Contractor shall provide for quality control testing as specified in the facility wide SAP. QA samples will be collected at a frequency of 10% and sent to a lab contracted by the USACE. All analytical data should be reported per Ravenna specific ADR specifications. Analytical methods shall be in accordance with the Facility-Wide SAP and the Contractor's approved Work Plan.

IDW samples shall be analyzed for the Full List TCLP for waste characterization purposes. Upon project completion, the Government will de-obligate any unused funds associated with this Task.

Table 1 Costs for Soil Sample Analysis

Analyte	Fixed Unit Price	Number of Tests	Total Cost
Surface Soil			

MI Sample Prep			
TAL Metals			
Mercury			
Hexavalent Chromium			
Propellants			
Explosives			
SVOCs			
VOCs			
Pesticides			
PCBs			
TCLP			

Task 3.4: Disposal of IDW

Within 90 days of the generation of IDW, Contractor shall characterize and properly dispose of all IDW at approved off-site waste disposal facilities in compliance with all applicable Federal, State, and local rules, laws and regulations. Land application of select wastes may apply (subject to approval). Contractor is responsible for maintaining all applicable waste characterization and disposal records, and for producing a waste disposal report for submittal to and approval by the Ohio EPA. IDW disposal activities shall be coordinated with the RVAAP Facility Manager and the OHARNG. **(Note: All IDW is to be removed from the subject property no later than 90 days following waste generation.)**

Task 3.5: Data Management / Data Validation

EPA CLP Level IV data validation will be required to meet the requirements of the DoD QSM. The Contractor shall perform data verification for all analytical results according to the process provided in the Louisville QSM Supplement and QC criteria in the DoD QSM. USACE Louisville District shall contract a third-party contractor for a minimum 10% or greater validation of analytical results. The Contractor shall include the completed validation report as presented by the validator as an appendix to the final document, and discuss results in the project report. The report shall also be sent directly from the validator to the USACE technical contact upon completion of validation.

Task 3.6: Surveying and Mapping

Survey maps shall be provided in the report, which delineate the boundaries of the survey site, the boundaries and locations of the metal anomalies, and the soil sample locations subject to this SOW. All data submitted shall be in the Universal Transverse Mercator (UTM) coordinate system. *(Note: All coordinates shall be collected with applicable equipment capable of gauging field surveys within an accuracy of one meter or less of error.)*

Task 4.0: Investigation Report

The Contractor shall prepare and submit a Preliminary Draft investigation report within 90 calendar days following the completion of the field investigation activities. The report shall document the process and procedures used in conducting the geophysical delineation, and describe all soil sampling activities conducted during this project. This report shall include details about pre-mobilization, mobilization, site preparation, the geophysical delineation, sample collection, decontamination, analytical results, waste management, event chronology, final site inspection, and mapping. The investigation report maps shall include the delineation of known and/or suspected buried waste materials, and the locations of MI sample area boundaries.

Upon receipt of USACE comment responses, Contractor shall submit a Draft investigation report for stakeholder review and approval. The Contractor shall submit the Draft investigation report within 30 calendar days of receipt of COR comments on the draft document or in compliance with the schedule specified by the Ohio EPA. Schedules specified by the Ohio EPA will take precedence over the USACE schedule. Army approval is achieved through the COR.

4.2 CLIN No. 2 – Water Removal Services at Load Line 2

Task 1.0: Water Removal Services

As described in Section 1.2, former excavation activities conducted at Load Line 2 (RVAAP-09) have resulted in the accumulation of water within the building DB-802 footprint. Restoration activities are now planned at this location, and the accumulated water must be removed from the excavation to assist in the restoration activities.

The planned action for restoring this area is to push back concrete and other demolition debris into the excavation to a depth 4 feet below the surrounding grade. Then, soil will be placed on top of the rubble to match the surrounding grade. To achieve this, it is anticipated the water will need to be pumped out of the excavation in two phases. First, the Contractor shall pump water out of the excavation down to a level suitable to fill the excavation with demolition debris without causing the remaining water in the excavation to rise out of the excavation and cause excessive runoff. Once this amount of water is removed, the rubble will be immediately pushed into the excavation. Pushing rubble into the excavation will be completed under a previously awarded BRAC-D contract. After this work is complete, the Contractor shall revisit the site and pump out any water that is above the level of the demolition debris in the excavation. Once this water level is achieved, soil will be immediately placed into the excavation under a previously awarded BRAC-D contract. The Contractor must complete their work in accordance with the BRAC-D contractor's schedule. Pumping water out of the excavation must be done immediately before backfilling the excavation. Allowing time to pass between pumping water out of the excavation and backfilling may allow the excavation to again fill with water. Water should be removed from the excavation in a manner that is approved by the Army and the Ohio EPA. A Letter Work Plan shall be prepared presenting the methodology to conduct the water removal for concurrent review by all RVAAP stakeholders.

5.0 PAY ESTIMATES

The Contractor shall submit Pay Estimates using ENG Form 93 as specified in the contract. ENG Form 93 may be found on the Internet under the library of USACE publications. The Contractor shall ensure that the Pay Estimates include a separate line item for each task. All ENG Form 93 shall be submitted to the USACE COR or the COR designated representative. Electronic submission of Pay Estimates to the USACE is acceptable; however, should be followed with the mailing of a hard copy.

Release of Claims shall accompany the final Pay Estimate. The Release of Claims shall be signed and shall include the total contract amount, amount of final payment due, and a statement similar to the following:

“The undersigned architect-engineer firm, under Contract No. ##, Delivery Order No. ##, between the United States of America and said Contractor for services at (property name) in (location) hereby release the U.S., its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:”

The Contractor’s pay estimates must meet the CLIN structure presented in this SOW. For instance, all pay estimates for tasks performed under the environmental investigation for CC-RVAAP-80 shall appear under the CLIN No. 1 heading. All pay estimates associated with the water removal services at Load Line 2 shall appear under the CLIN No. 2 heading. Pay estimates submitted to the USACE without the proper CLIN designation shall be returned to the Contractor for clarification purposes.

6.0 PROPOSAL ESTIMATE

The Contractor shall submit a detailed estimate of the effort required to complete the described SOW. The proposal submittal shall also include the estimated costs associated with all planned sampling and analysis activities (other direct and indirect costs). The proposed sampling shall include 15% of the samples also having analyses for propellants, VOCs, SVOCs, pesticides/herbicides, and PCBs (full analyses), as prescribed in the Facility Wide SAP. The Contractor shall complete and submit Table 1 (as shown) as a summary of estimated costs.

Table 2: Contractor’s Summary of Estimated Costs

Task #	Task Description	Unit	Fixed Unit Cost	Number of Units	Total Cost
CLIN No. 1 – Environmental Investigation at Compliance Restoration Site CC-RVAAP-80					
1.1	Project Management Plan				
1.2	Site Safety Health Plan				
1.3.1	Project Kickoff Meeting				

1.3.2	Monthly Progress Reports				
1.3.3	Records of Conversations				
1.3.4	Teleconference Progress Updates				
1.3.5	Meeting Minutes Documentation				
1.3.6	RAB Meetings				
2.0	Work Plan and Support Documents				
3.0	Implementation of Work Plan				
3.1	Geophysical Delineation				
3.2	Surface Soil Sampling				
3.3	Sample Analysis				
3.4	Disposal of IDW				
3.5	Data Management / Data Validation				
3.6	Surveying and Mapping				
4.0	Investigation Report				
CLIN No. 1 – Total Cost Estimate					
CLIN No. 2 – Water Removal Services at Load Line 2					
1.0	Water Removal Services				
CLIN No. 2 – Total Cost Estimate					

7.0 PERIOD OF PERFORMANCE / PROJECT SCHEDULE

The Period of Performance for this contract shall begin at the time of contract award, and ends 31 December 2011.

The Contractor shall submit a proposed project schedule for the described SOW. The schedule should be prepared in general conformance with the following schedule anticipated by the

USACE. (Note: The award of this SOW to the Contractor is subject to the availability of funding.)

Task No.	Identified Task	Duration / Due Date
CLIN No. 1 – Environmental Investigation at Compliance Restoration Site CC-RVAAP-80		
--	Preliminary Site Visit (Prior to Award)	14 Days of USACE Submittal of Request For Proposal (RFP)
--	Notice to Proceed (NTP) / Contract Award	31 March 2010
1.1	Pre-Draft Project Management Plan	30 Calendar Days of NTP
1.2	Pre-Draft Site Safety Health Plan	30 Calendar Days of NTP
1.3.1	Project Kickoff Meeting	30 Calendar Days of Approval of PMP and SSHP
1.3.2	Monthly Progress Reports	By the 5 th Day of Each Month
1.3.3	Records of Conversations	By the 5 th Day of Each Month
1.3.4	Teleconference Progress Updates	Bi-Weekly
1.3.5	Meeting Minutes Documentation	7 Calendar Days Following Meeting
1.3.6	RAB Meetings	Once per Army Direction
2.0	Pre-Draft Work Plan and Support Documents	60 Calendar Days of NTP
3.0	Implementation of Work Plan	Begin 30 Calendar Days of Approval of Final Work Plan
4.0	Pre-Draft Investigation Report	Within 90 Calendar Days of Completing Field Investigation Activities
CLIN No. 2 – Water Removal Services at Load Line 2		
1.0	Water Removal Services	Must adhere to BRAC-D Contractor's Schedule

Upon project award to the Contractor, the agreed upon project schedule will be updated with calendar dates and will be included in the Contractor's PMP. Adherence to the PMP project schedule will serve as a measurement of Contractor performance on this project.

8.0 ADDITIONAL INFORMATION

8.1 Additional Contractor Requirements

The Contractor shall be aware of the following requirements:

- HTRW, MEC, MC or MD may be found in munitions, containers, landfills, Open Burning/Open Detonation (OB/OD) areas, ground spills, surface water, or groundwater. If suspected HTRW, MEC, MC or MD of unknown origin and nature is encountered, the

contractor shall immediately notify the Facility Manager, the Contracting Officer or the designated COR. The contractor shall take necessary actions to protect the safety of its workforce, the public, and the environment.

- **Permits.** The contractor shall obtain the permits and licenses necessary to conduct his/her operations including, but not necessarily limited to, installation required permits, building permits, drilling permits, and/or waste transportation and disposal permits.
- **Safety and Health Program.** The contractor shall ensure that its subcontractors, suppliers, and support personnel follow all safety and health provisions established in the approved Accident Prevention Plan (APP) for the site. A Site Safety and Health Plan (SSHP) shall be included in the APP as an Attachment. The Government reserves the right to stop work under this contract for any violations at no additional cost. The Government will verify that corrective action has been implemented prior to the contractor continuing performance under the contract. All personnel performing onsite activities shall participate in an ongoing medical surveillance program meeting the requirements of 29 CFR 1910.120. The medical examination protocols and results shall be overseen by a licensed physician who is certified in Occupational Medicine by the American Board of Preventive Medicine or who by necessary training and experience is board eligible.
- **Quality Management.** The contractor is responsible for the control of product quality and for offering to the Government for acceptance only those products/services that conform to the contractual requirements.

WD 05-2415 (REV -7)

WD 05-2415 (Rev.-7) was first posted on www.wdol.gov on 10/13/2009

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Shirley F. Ebbesen Director	Division of Wage Determinations	Wage Determination No.: 2005-2415 Revision No.: 7 Date Of Revision: 10/05/2009
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State: Ohio

Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.21
01012 - Accounting Clerk II		15.90
01013 - Accounting Clerk III		17.72
01020 - Administrative Assistant		21.22
01040 - Court Reporter		16.98
01051 - Data Entry Operator I		13.27
01052 - Data Entry Operator II		15.26

01060 - Dispatcher, Motor Vehicle	19.28
01070 - Document Preparation Clerk	13.72
01090 - Duplicating Machine Operator	13.72
01111 - General Clerk I	13.46
01112 - General Clerk II	14.87
01113 - General Clerk III	16.65
01120 - Housing Referral Assistant	18.69
01141 - Messenger Courier	11.13
01191 - Order Clerk I	13.18
01192 - Order Clerk II	15.03
01261 - Personnel Assistant (Employment) I	16.00
01262 - Personnel Assistant (Employment) II	17.89
01263 - Personnel Assistant (Employment) III	19.95
01270 - Production Control Clerk	18.77
01280 - Receptionist	13.97
01290 - Rental Clerk	15.09
01300 - Scheduler, Maintenance	14.72
01311 - Secretary I	14.72
01312 - Secretary II	17.05
01313 - Secretary III	18.69
01320 - Service Order Dispatcher	17.50
01410 - Supply Technician	21.22
01420 - Survey Worker	13.73
01531 - Travel Clerk I	12.35
01532 - Travel Clerk II	13.26
01533 - Travel Clerk III	14.22
01611 - Word Processor I	14.47
01612 - Word Processor II	16.25
01613 - Word Processor III	18.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.33
05010 - Automotive Electrician	19.67
05040 - Automotive Glass Installer	18.92
05070 - Automotive Worker	18.92
05110 - Mobile Equipment Servicer	17.27
05130 - Motor Equipment Metal Mechanic	20.33
05160 - Motor Equipment Metal Worker	18.92
05190 - Motor Vehicle Mechanic	20.33
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.07
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter, Automotive	19.67
05340 - Radiator Repair Specialist	18.92
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	20.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.47
07041 - Cook I	10.46
07042 - Cook II	11.47
07070 - Dishwasher	8.80
07130 - Food Service Worker	9.28
07210 - Meat Cutter	14.08
07260 - Waiter/Waitress	9.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.73
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	18.73
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	18.73
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.12
11060 - Elevator Operator	11.12
11090 - Gardener	12.90
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.32
11240 - Maid or Houseman	9.56
11260 - Pruner	11.52
11270 - Tractor Operator	12.07

11330 - Trail Maintenance Worker	10.29
11360 - Window Cleaner	12.43
12000 - Health Occupations	
12010 - Ambulance Driver	15.99
12011 - Breath Alcohol Technician	16.87
12012 - Certified Occupational Therapist Assistant	23.01
12015 - Certified Physical Therapist Assistant	21.25
12020 - Dental Assistant	15.34
12025 - Dental Hygienist	30.61
12030 - EKG Technician	22.15
12035 - Electroneurodiagnostic Technologist	25.64
12040 - Emergency Medical Technician	15.99
12071 - Licensed Practical Nurse I	17.51
12072 - Licensed Practical Nurse II	19.68
12073 - Licensed Practical Nurse III	21.84
12100 - Medical Assistant	13.82
12130 - Medical Laboratory Technician	17.07
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.47
12210 - Nuclear Medicine Technologist	30.61
12221 - Nursing Assistant I	9.69
12222 - Nursing Assistant II	10.88
12223 - Nursing Assistant III	11.63
12224 - Nursing Assistant IV	13.06
12235 - Optical Dispenser	16.25
12236 - Optical Technician	14.97
12250 - Pharmacy Technician	13.32
12280 - Phlebotomist	13.71
12305 - Radiologic Technologist	23.91
12311 - Registered Nurse I	22.85
12312 - Registered Nurse II	26.57
12313 - Registered Nurse II, Specialist	26.57
12314 - Registered Nurse III	32.14
12315 - Registered Nurse III, Anesthetist	32.14
12316 - Registered Nurse IV	38.52
12317 - Scheduler (Drug and Alcohol Testing)	22.98
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.58
13012 - Exhibits Specialist II	23.96
13013 - Exhibits Specialist III	27.61
13041 - Illustrator I	20.35
13042 - Illustrator II	25.21
13043 - Illustrator III	30.83
13047 - Librarian	29.41
13050 - Library Aide/Clerk	13.28
13054 - Library Information Technology Systems Administrator	22.04
13058 - Library Technician	17.17
13061 - Media Specialist I	15.33
13062 - Media Specialist II	17.16
13063 - Media Specialist III	19.13
13071 - Photographer I	14.45
13072 - Photographer II	17.79
13073 - Photographer III	20.71
13074 - Photographer IV	24.49
13075 - Photographer V	29.63
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.52
14042 - Computer Operator II	16.65
14043 - Computer Operator III	18.61
14044 - Computer Operator IV	22.64
14045 - Computer Operator V	25.06
14071 - Computer Programmer I	(see 1) 22.13
14072 - Computer Programmer II	(see 1) 27.20
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.52
14160 - Personal Computer Support Technician		22.64
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.53
15020 - Aircrew Training Devices Instructor (Rated)		35.35
15030 - Air Crew Training Devices Instructor (Pilot)		41.38
15050 - Computer Based Training Specialist / Instructor		30.23
15060 - Educational Technologist		29.57
15070 - Flight Instructor (Pilot)		39.06
15080 - Graphic Artist		20.49
15090 - Technical Instructor		19.54
15095 - Technical Instructor/Course Developer		23.90
15110 - Test Proctor		16.98
15120 - Tutor		16.98
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.20
16030 - Counter Attendant		9.20
16040 - Dry Cleaner		11.48
16070 - Finisher, Flatwork, Machine		9.20
16090 - Presser, Hand		9.20
16110 - Presser, Machine, Drycleaning		9.20
16130 - Presser, Machine, Shirts		9.20
16160 - Presser, Machine, Wearing Apparel, Laundry		9.20
16190 - Sewing Machine Operator		12.22
16220 - Tailor		12.97
16250 - Washer, Machine		9.95
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.02
19040 - Tool And Die Maker		26.69
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.71
21030 - Material Coordinator		18.64
21040 - Material Expediter		18.64
21050 - Material Handling Laborer		13.50
21071 - Order Filler		13.69
21080 - Production Line Worker (Food Processing)		16.71
21110 - Shipping Packer		15.20
21130 - Shipping/Receiving Clerk		15.20
21140 - Store Worker I		14.39
21150 - Stock Clerk		18.87
21210 - Tools And Parts Attendant		16.71
21410 - Warehouse Specialist		16.71
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		21.82
23021 - Aircraft Mechanic I		20.78
23022 - Aircraft Mechanic II		21.82
23023 - Aircraft Mechanic III		22.91
23040 - Aircraft Mechanic Helper		16.86
23050 - Aircraft, Painter		20.09
23060 - Aircraft Servicer		18.47
23080 - Aircraft Worker		19.34
23110 - Appliance Mechanic		18.95
23120 - Bicycle Repairer		15.89
23125 - Cable Splicer		24.13
23130 - Carpenter, Maintenance		20.83
23140 - Carpet Layer		20.82
23160 - Electrician, Maintenance		25.76
23181 - Electronics Technician Maintenance I		19.98
23182 - Electronics Technician Maintenance II		20.89
23183 - Electronics Technician Maintenance III		26.65
23260 - Fabric Worker		18.35
23290 - Fire Alarm System Mechanic		20.09
23310 - Fire Extinguisher Repairer		17.05
23311 - Fuel Distribution System Mechanic		26.35
23312 - Fuel Distribution System Operator		21.58
23370 - General Maintenance Worker		18.13
23380 - Ground Support Equipment Mechanic		20.78
23381 - Ground Support Equipment Servicer		18.47
23382 - Ground Support Equipment Worker		19.34

23391 - Gunsmith I	17.05
23392 - Gunsmith II	19.21
23393 - Gunsmith III	20.82
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.63
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.61
23430 - Heavy Equipment Mechanic	20.36
23440 - Heavy Equipment Operator	22.80
23460 - Instrument Mechanic	23.32
23465 - Laboratory/Shelter Mechanic	20.11
23470 - Laborer	13.23
23510 - Locksmith	18.73
23530 - Machinery Maintenance Mechanic	21.80
23550 - Machinist, Maintenance	20.95
23580 - Maintenance Trades Helper	15.71
23591 - Metrology Technician I	23.32
23592 - Metrology Technician II	24.49
23593 - Metrology Technician III	25.71
23640 - Millwright	28.32
23710 - Office Appliance Repairer	19.43
23760 - Painter, Maintenance	21.74
23790 - Pipefitter, Maintenance	26.14
23810 - Plumber, Maintenance	23.66
23820 - Pneudraulic Systems Mechanic	20.82
23850 - Rigger	21.78
23870 - Scale Mechanic	19.21
23890 - Sheet-Metal Worker, Maintenance	23.09
23910 - Small Engine Mechanic	18.02
23931 - Telecommunications Mechanic I	24.70
23932 - Telecommunications Mechanic II	25.58
23950 - Telephone Lineman	20.83
23960 - Welder, Combination, Maintenance	19.36
23965 - Well Driller	21.30
23970 - Woodcraft Worker	20.82
23980 - Woodworker	16.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.25
24580 - Child Care Center Clerk	15.29
24610 - Chore Aide	9.41
24620 - Family Readiness And Support Services Coordinator	11.74
24630 - Homemaker	17.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.25
25040 - Sewage Plant Operator	21.29
25070 - Stationary Engineer	23.25
25190 - Ventilation Equipment Tender	17.82
25210 - Water Treatment Plant Operator	21.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.15
27007 - Baggage Inspector	11.22
27008 - Corrections Officer	21.73
27010 - Court Security Officer	23.11
27030 - Detection Dog Handler	16.31
27040 - Detention Officer	21.73
27070 - Firefighter	21.19
27101 - Guard I	11.22
27102 - Guard II	16.31
27131 - Police Officer I	25.03
27132 - Police Officer II	27.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.12
28042 - Carnival Equipment Repairer	11.63
28043 - Carnival Equipment Worker	9.17
28210 - Gate Attendant/Gate Tender	13.17
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.75
28515 - Recreation Specialist	15.44

28630 - Sports Official	11.73
28690 - Swimming Pool Operator	18.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.04
29020 - Hatch Tender	21.04
29030 - Line Handler	21.04
29041 - Stevedore I	19.85
29042 - Stevedore II	21.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.48
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.16
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.70
30021 - Archeological Technician I	13.67
30022 - Archeological Technician II	13.66
30023 - Archeological Technician III	18.95
30030 - Cartographic Technician	25.34
30040 - Civil Engineering Technician	21.22
30061 - Drafter/CAD Operator I	18.14
30062 - Drafter/CAD Operator II	20.46
30063 - Drafter/CAD Operator III	22.81
30064 - Drafter/CAD Operator IV	28.07
30081 - Engineering Technician I	16.70
30082 - Engineering Technician II	18.75
30083 - Engineering Technician III	20.98
30084 - Engineering Technician IV	25.99
30085 - Engineering Technician V	31.78
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	21.15
30240 - Mathematical Technician	25.32
30361 - Paralegal/Legal Assistant I	18.72
30362 - Paralegal/Legal Assistant II	23.34
30363 - Paralegal/Legal Assistant III	30.33
30364 - Paralegal/Legal Assistant IV	36.70
30390 - Photo-Optics Technician	25.34
30461 - Technical Writer I	25.12
30462 - Technical Writer II	29.25
30463 - Technical Writer III	30.20
30491 - Unexploded Ordnance (UXO) Technician I	23.18
30492 - Unexploded Ordnance (UXO) Technician II	28.05
30493 - Unexploded Ordnance (UXO) Technician III	33.62
30494 - Unexploded (UXO) Safety Escort	23.18
30495 - Unexploded (UXO) Sweep Personnel	23.18
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.81
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.34
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.59
31030 - Bus Driver	18.11
31043 - Driver Courier	13.97
31260 - Parking and Lot Attendant	8.47
31290 - Shuttle Bus Driver	14.93
31310 - Taxi Driver	10.11
31361 - Truckdriver, Light	14.93
31362 - Truckdriver, Medium	19.05
31363 - Truckdriver, Heavy	23.70
31364 - Truckdriver, Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99030 - Cashier	9.70
99050 - Desk Clerk	10.13
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.81
99252 - Laboratory Animal Caretaker II	11.55
99310 - Mortician	33.31
99410 - Pest Controller	14.95
99510 - Photofinishing Worker	12.31
99710 - Recycling Laborer	16.63
99711 - Recycling Specialist	18.60
99730 - Refuse Collector	15.22
99810 - Sales Clerk	11.22

99820 - School Crossing Guard	10.99
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	11.56
99832 - Surveying Technician	17.36
99840 - Vending Machine Attendant	13.42
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	13.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

OCCUPATION NOTES:

Refuse Collector: The rate for the Refuse Collector occupation applies does not apply to Cuyahoga County. See Wage Determination 1966-0048 for the wage rates and fringe benefits for Cuyahoga County.

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage

rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

WD 05-3013 (REV -11)

WD 05-3013 (Rev.-11) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-3013
Revision No.: 11
Date Of Revision: 05/26/2009

State: Ohio

Area: Ohio Counties of Carroll, Columbiana, Mahoning, Trumbull

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.74
01012 - Accounting Clerk II		14.96
01013 - Accounting Clerk III		18.29
01020 - Administrative Assistant		21.70
01040 - Court Reporter		19.57
01051 - Data Entry Operator I		11.38
01052 - Data Entry Operator II		13.67
01060 - Dispatcher, Motor Vehicle		19.57
01070 - Document Preparation Clerk		11.30
01090 - Duplicating Machine Operator		11.30
01111 - General Clerk I		12.22
01112 - General Clerk II		13.41
01113 - General Clerk III		14.97
01120 - Housing Referral Assistant		19.94
01141 - Messenger Courier		10.64
01191 - Order Clerk I		12.65
01192 - Order Clerk II		14.05
01261 - Personnel Assistant (Employment) I		16.94
01262 - Personnel Assistant (Employment) II		18.57
01263 - Personnel Assistant (Employment) III		22.37
01270 - Production Control Clerk		19.93
01280 - Receptionist		11.30
01290 - Rental Clerk		14.54
01300 - Scheduler, Maintenance		15.66
01311 - Secretary I		15.66
01312 - Secretary II		17.51
01313 - Secretary III		19.46
01320 - Service Order Dispatcher		15.19
01410 - Supply Technician		21.70
01420 - Survey Worker		19.01
01531 - Travel Clerk I		12.35
01532 - Travel Clerk II		13.26
01533 - Travel Clerk III		14.22
01611 - Word Processor I		14.38
01612 - Word Processor II		16.91
01613 - Word Processor III		18.44
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.36
05010 - Automotive Electrician		18.73
05040 - Automotive Glass Installer		18.02
05070 - Automotive Worker		18.02
05110 - Mobile Equipment Servicer		16.45
05130 - Motor Equipment Metal Mechanic		19.36
05160 - Motor Equipment Metal Worker		18.02
05190 - Motor Vehicle Mechanic		19.36
05220 - Motor Vehicle Mechanic Helper		15.71
05250 - Motor Vehicle Upholstery Worker		17.21

05280 - Motor Vehicle Wrecker	18.02
05310 - Painter, Automotive	18.73
05340 - Radiator Repair Specialist	18.02
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	19.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.62
07041 - Cook I	11.51
07042 - Cook II	12.62
07070 - Dishwasher	9.08
07130 - Food Service Worker	8.66
07210 - Meat Cutter	13.08
07260 - Waiter/Waitress	9.72
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.73
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	18.73
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	18.73
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.06
11060 - Elevator Operator	10.82
11090 - Gardener	13.16
11122 - Housekeeping Aide	10.45
11150 - Janitor	10.82
11210 - Laborer, Grounds Maintenance	11.13
11240 - Maid or Houseman	9.30
11260 - Pruner	11.06
11270 - Tractor Operator	12.59
11330 - Trail Maintenance Worker	11.13
11360 - Window Cleaner	11.61
12000 - Health Occupations	
12010 - Ambulance Driver	12.51
12011 - Breath Alcohol Technician	16.24
12012 - Certified Occupational Therapist Assistant	22.05
12015 - Certified Physical Therapist Assistant	21.61
12020 - Dental Assistant	14.74
12025 - Dental Hygienist	25.55
12030 - EKG Technician	23.15
12035 - Electroneurodiagnostic Technologist	23.15
12040 - Emergency Medical Technician	13.81
12071 - Licensed Practical Nurse I	14.51
12072 - Licensed Practical Nurse II	16.24
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	11.99
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	12.45
12210 - Nuclear Medicine Technologist	26.93
12221 - Nursing Assistant I	8.85
12222 - Nursing Assistant II	9.95
12223 - Nursing Assistant III	10.86
12224 - Nursing Assistant IV	12.18
12235 - Optical Dispenser	15.05
12236 - Optical Technician	13.07
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.79
12305 - Radiologic Technologist	21.26
12311 - Registered Nurse I	21.25
12312 - Registered Nurse II	26.01
12313 - Registered Nurse II, Specialist	26.01
12314 - Registered Nurse III	31.45
12315 - Registered Nurse III, Anesthetist	31.45
12316 - Registered Nurse IV	37.71
12317 - Scheduler (Drug and Alcohol Testing)	18.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.88
13012 - Exhibits Specialist II	20.91

13013 - Exhibits Specialist III	25.23
13041 - Illustrator I	16.88
13042 - Illustrator II	20.91
13043 - Illustrator III	25.23
13047 - Librarian	23.16
13050 - Library Aide/Clerk	12.65
13054 - Library Information Technology Systems Administrator	20.91
13058 - Library Technician	16.42
13061 - Media Specialist I	14.88
13062 - Media Specialist II	16.63
13063 - Media Specialist III	18.55
13071 - Photographer I	12.25
13072 - Photographer II	15.48
13073 - Photographer III	18.02
13074 - Photographer IV	20.76
13075 - Photographer V	24.19
13110 - Video Teleconference Technician	15.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.96
14042 - Computer Operator II	17.84
14043 - Computer Operator III	19.90
14044 - Computer Operator IV	22.10
14045 - Computer Operator V	24.48
14071 - Computer Programmer I	(see 1) 22.56
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.96
14160 - Personal Computer Support Technician	22.10
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.85
15020 - Aircrew Training Devices Instructor (Rated)	34.88
15030 - Air Crew Training Devices Instructor (Pilot)	41.83
15050 - Computer Based Training Specialist / Instructor	28.85
15060 - Educational Technologist	26.52
15070 - Flight Instructor (Pilot)	41.83
15080 - Graphic Artist	20.49
15090 - Technical Instructor	20.47
15095 - Technical Instructor/Course Developer	20.94
15110 - Test Proctor	17.57
15120 - Tutor	17.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.20
16030 - Counter Attendant	9.20
16040 - Dry Cleaner	11.48
16070 - Finisher, Flatwork, Machine	9.20
16090 - Presser, Hand	9.20
16110 - Presser, Machine, Drycleaning	9.20
16130 - Presser, Machine, Shirts	9.20
16160 - Presser, Machine, Wearing Apparel, Laundry	9.20
16190 - Sewing Machine Operator	12.22
16220 - Tailor	12.97
16250 - Washer, Machine	9.95
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.51
19040 - Tool And Die Maker	25.76
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.21
21030 - Material Coordinator	19.93
21040 - Material Expediter	19.93
21050 - Material Handling Laborer	13.65
21071 - Order Filler	13.46
21080 - Production Line Worker (Food Processing)	18.91
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	13.62

21150 - Stock Clerk	17.86
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.77
23021 - Aircraft Mechanic I	23.60
23022 - Aircraft Mechanic II	24.77
23023 - Aircraft Mechanic III	26.02
23040 - Aircraft Mechanic Helper	18.85
23050 - Aircraft, Painter	22.64
23060 - Aircraft Servicer	21.23
23080 - Aircraft Worker	22.25
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	17.48
23125 - Cable Splicer	25.56
23130 - Carpenter, Maintenance	20.14
23140 - Carpet Layer	22.43
23160 - Electrician, Maintenance	24.21
23181 - Electronics Technician Maintenance I	22.61
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	29.45
23260 - Fabric Worker	18.85
23290 - Fire Alarm System Mechanic	21.56
23310 - Fire Extinguisher Repairer	17.73
23311 - Fuel Distribution System Mechanic	24.59
23312 - Fuel Distribution System Operator	19.92
23370 - General Maintenance Worker	18.02
23380 - Ground Support Equipment Mechanic	23.60
23381 - Ground Support Equipment Servicer	21.23
23382 - Ground Support Equipment Worker	22.25
23391 - Gunsmith I	17.73
23392 - Gunsmith II	20.12
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.03
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.03
23430 - Heavy Equipment Mechanic	20.14
23440 - Heavy Equipment Operator	24.25
23460 - Instrument Mechanic	21.99
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.07
23510 - Locksmith	20.47
23530 - Machinery Maintenance Mechanic	29.40
23550 - Machinist, Maintenance	19.71
23580 - Maintenance Trades Helper	15.71
23591 - Metrology Technician I	21.99
23592 - Metrology Technician II	22.79
23593 - Metrology Technician III	23.55
23640 - Millwright	25.03
23710 - Office Appliance Repairer	19.39
23760 - Painter, Maintenance	21.72
23790 - Pipefitter, Maintenance	27.15
23810 - Plumber, Maintenance	24.36
23820 - Pneudraulic Systems Mechanic	21.93
23850 - Rigger	21.89
23870 - Scale Mechanic	20.12
23890 - Sheet-Metal Worker, Maintenance	28.12
23910 - Small Engine Mechanic	18.51
23931 - Telecommunications Mechanic I	24.82
23932 - Telecommunications Mechanic II	25.72
23950 - Telephone Lineman	20.05
23960 - Welder, Combination, Maintenance	19.36
23965 - Well Driller	22.03
23970 - Woodcraft Worker	21.89
23980 - Woodworker	16.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.13
24580 - Child Care Center Clerk	13.90
24610 - Chore Aide	8.80

24620 - Family Readiness And Support Services Coordinator	12.19
24630 - Homemaker	15.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.94
25040 - Sewage Plant Operator	20.25
25070 - Stationary Engineer	20.94
25190 - Ventilation Equipment Tender	16.59
25210 - Water Treatment Plant Operator	19.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.22
27007 - Baggage Inspector	11.62
27008 - Corrections Officer	17.76
27010 - Court Security Officer	18.37
27030 - Detection Dog Handler	17.48
27040 - Detention Officer	17.76
27070 - Firefighter	17.08
27101 - Guard I	11.62
27102 - Guard II	16.95
27131 - Police Officer I	20.76
27132 - Police Officer II	23.04
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.72
28042 - Carnival Equipment Repairer	11.21
28043 - Carnival Equipment Worker	8.84
28210 - Gate Attendant/Gate Tender	13.35
28310 - Lifeguard	10.92
28350 - Park Attendant (Aide)	15.24
28510 - Recreation Aide/Health Facility Attendant	10.90
28515 - Recreation Specialist	15.44
28630 - Sports Official	12.14
28690 - Swimming Pool Operator	16.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.41
29042 - Stevedore II	20.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	15.48
30022 - Archeological Technician II	17.25
30023 - Archeological Technician III	21.43
30030 - Cartographic Technician	26.45
30040 - Civil Engineering Technician	19.99
30061 - Drafter/CAD Operator I	18.66
30062 - Drafter/CAD Operator II	21.35
30063 - Drafter/CAD Operator III	23.77
30064 - Drafter/CAD Operator IV	27.30
30081 - Engineering Technician I	18.61
30082 - Engineering Technician II	20.09
30083 - Engineering Technician III	23.41
30084 - Engineering Technician IV	28.08
30085 - Engineering Technician V	33.79
30086 - Engineering Technician VI	39.82
30090 - Environmental Technician	21.73
30210 - Laboratory Technician	18.74
30240 - Mathematical Technician	26.45
30361 - Paralegal/Legal Assistant I	16.42
30362 - Paralegal/Legal Assistant II	20.94
30363 - Paralegal/Legal Assistant III	25.64
30364 - Paralegal/Legal Assistant IV	31.01
30390 - Photo-Optics Technician	23.88
30461 - Technical Writer I	23.87
30462 - Technical Writer II	29.21
30463 - Technical Writer III	35.36
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03

30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.61
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.88
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.70
31030 - Bus Driver	15.59
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	10.02
31290 - Shuttle Bus Driver	13.46
31310 - Taxi Driver	9.52
31361 - Truckdriver, Light	13.46
31362 - Truckdriver, Medium	16.63
31363 - Truckdriver, Heavy	18.94
31364 - Truckdriver, Tractor-Trailer	18.94
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	11.14
99095 - Embalmer	21.25
99251 - Laboratory Animal Caretaker I	10.42
99252 - Laboratory Animal Caretaker II	11.13
99310 - Mortician	27.07
99410 - Pest Controller	15.81
99510 - Photofinishing Worker	14.39
99710 - Recycling Laborer	14.83
99711 - Recycling Specialist	17.36
99730 - Refuse Collector	13.54
99810 - Sales Clerk	12.06
99820 - School Crossing Guard	9.99
99830 - Survey Party Chief	18.87
99831 - Surveying Aide	10.74
99832 - Surveying Technician	16.94
99840 - Vending Machine Attendant	11.76
99841 - Vending Machine Repairer	14.75
99842 - Vending Machine Repairer Helper	11.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

AMENDMENT 0001

1. The due date and time is hereby extended to 24 May 2010 at 11:00 am EST.
2. All other terms and conditions will remain unchanged.

CLAUSES INCORPORATED BY FULL TEXT

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

CLAUSES INCORPORATED BY FULL TEXT

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this clause--

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

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52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in

(i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to

the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C)

agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel

shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of

the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause--

"Act," means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for

example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

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

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

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

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

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

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

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

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the

Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

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

(A) Name and address and social security number;

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

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

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

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

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

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

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a

violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or

labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

- (i) Spacecraft system and launch support equipment.
 - (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this

clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

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

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

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

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

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

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

(End of clause)

52.232-33 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)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and

act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

- (a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
- (1)
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ☐ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ☐ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ☒ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ☐ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ☐ Alternate I (JUL 2009) of 252.225-7036.

- (15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Houston District Office
8701 S. Gessner Drive, Suite 1200.
Houston, TX 77074-1591

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

LCL 0232-001 PAYMENT AND INVOICE DATA

(d) Payment will be made by:

USACE Finance Center
5722 Integrity Drive
Millington, TN 38054-5005

(e) Submit invoices to:

Mark Nichter
600 Dr. Martin Luther King Jr. Place
Louisville, KY 40202

LCL 0242-001 PERFORMANCE EVALUATION

(a) In accordance with FAR 42.15 and ER 715-1-19, the Contractor will have performance under the contract evaluated. This includes such things as ability to conform to contract requirements and specifications, adherence to contract schedules, forecasting and cost control, administrative aspects related to performance, reasonable and cooperative behavior, and commitment to customer satisfaction. Performance evaluations are to be used as a primary source selection factor in all solicitations exceeding \$100,000 on future contracts.

(b) Performance evaluation will begin once a contractor is notified by the Contracting Officer's Representative of the performance elements on which its actions will be evaluated. The notification consists of a letter and a copy of a blank evaluation.

(c) The Contracting Officer's representative will prepare and recommend to the Contracting Officer a written evaluation of contractor performance. Additionally, interim performance evaluations will be prepared when there is unsatisfactory performance, or annually if the period of performance exceeds 18 months.

(d) An interim unsatisfactory or marginal performance evaluation will be initiated when a contractor's performance is unsatisfactory on one or more elements for a period of one month or longer, or when circumstances dictate otherwise. Prior to issuing an interim unsatisfactory rating, the contractor will be offered the opportunity to meet with the Contracting Officer's Representative to discuss the evaluation. Contractors are allowed a maximum of 14 days to respond in writing to the notification letter. If, at the end of this specified time period, there is no response or evidence of substantial improvement, the interim unsatisfactory rating will be sent to Contracting Division for processing. If no response is received from the contractor, the contractor's lack of response will be noted and included in the evaluation.

(e) A final performance evaluation will be prepared within 45 days of completion of the contract and forwarded to Contracting Division. A performance evaluation is retained in the contract for 3 years. A copy of the evaluation will be

transmitted the Service and Supply Contractor Appraisal Support System (SSCASS) central data base system within three working days after completion and retained for 3 years.

(f) If the evaluation official concludes that a contractor's overall performance was unsatisfactory, the contractor will be advised in writing that a report of unsatisfactory performance is being prepared and the basis for the evaluation. The contractor will be afforded the opportunity to submit written comments, which will be addressed and included in the evaluation. Unsatisfactory performance on one or more of the elements to be rated may be sufficient to justify an overall unsatisfactory rating.

(g) Indefinite delivery type service contracts will have a final performance evaluation prepared for each delivery/task order over \$100,000.

LCL 0246-103 NOTICE TO THE GOVERNMENT OF DELAYS

If the Contractor encounters difficulty in meeting performance requirements or anticipates difficulty in meeting the contract delivery schedule or date or knows that any actual or potential situation is delaying or threatening to delay timely performance of this contract, the contractor will immediately notify the Contracting Officer's Representative by telephone with immediate written confirmation to the Contracting Officer giving pertinent details; provided however, that these data will not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

LCL PIL 2003-06 Security Contract Language for all COE Unclassified Contracts

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U. S. Army Corps of Engineers, Louisville District, PO Box 59, Louisville, KY 40201-0059, ATTN: Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the U. S. Army Corps of Engineers, Louisville District, PO Box 59, Louisville, KY 40201-0059, ATTN: Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

(End of Clause)

ACCOUNTING AND APPROPRIATION DATA

AA: 21 NA 2010 2020.0000 H2 2010 08 8041 49300812000 33017 3230 28831J NA 28831J

AMOUNT: \$145,947.93

CIN 00000000000000000000000000000000: \$145,947.93

AB: 21 NA 2010 2020.0000 H2 2010 08 8041 49300814000 33017 3230 FK1004 NA FK1004


AMOUNT: \$11,682.61

CIN 00000000000000000000000000000000: \$11,682.61

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental
Services

APPENDIX E

Cumulative Signed Documentation/Correspondence

 You forwarded this message on 5/18/2010 7:48 AM.

Brian Stockwell

From: Eileen Mohr [eileen.mohr@epa.state.oh.us] **Sent:** Thu 4/15/2010 3:40 PM
To: Brian Stockwell
Cc: Eileen Mohr; Todd Fisher; mark.c.patterson@us.army.mil; Derek.S.Kinder@usace.army.mil;
 Glen.Beckham@usace.army.mil; Nathaniel.Peters.II@usace.army.mil
Subject: DB-802/Load Line 2
Attachments:

Brian

I have reviewed the data obtained from the URS sampling at the above area and the write-up prepared by USACE/URS. I also compared the sediment data that was obtained with the clean-up numbers presented in the approved Load Lines 1-4 ROD. In addition, I looked at the chromium data with respect to the 1:6 ratio that we have been using. With respect to arsenic in the surface water I looked at it from the perspective of the arsenic levels that at times are observed in the installation wells and local residential wells; coupled with the fact that the surface water samples were probably not filtered in the field. The addition of acid as a preservative to a turbid sample could have increased metals concentrations.

All of that being said, approval is granted to discharge the surface water to the ground surface in the vicinity of DB-802 subject to the discharge conditions that have been established for RVAAP. As we discussed in the field today, I do not have an objection to a "sock filter" device over the end of the hose to ensure that solid particulates are not discharged. This device was used by another contractor on a different project at RVAAP.

Previously approvals have been granted with respect to the areas at Load Lines 2 and 3 that can be re-graded and the materials that can be used. All that is left is for the final selection of the water discharge location. As we discussed in the field, the area to the west of DB-802 may work out fine. Let me know when you want me to have a look at the area that is ultimately selected by PIKA.

That's it. Looks like you are good to go.

Thanks and have a good weekend.

Eileen

Eileen T. Mohr
 Project Manager
 Division of Emergency and Remedial Response
 2110 East Aurora Road
 Twinsburg, OH 44087
 330-963-1221
 330-487-0769 (FAX)
 email: Eileen.Mohr@epa.state.oh.us

 Ohio Environmental Protection Agency
 This communication and any response to it
 may constitute a public record and thus may be
 publicly available to anyone who requests it.



Sue Boles <sboles@pikainc.com>

Fwd: Draft Project Management Plan for Group 2 Propellant can Site - CC-RVAAP-80 (UNCLASSIFIED)

Brian Stockwell <bstockwell@pikainc.com>

Wed, Dec 8, 2010 at 9:09 AM

To: "Nichter, Mark W LRL" <Mark.W.Nichter@usace.army.mil>

Cc: Sue Boles <sboles@pikainc.com>

Hi Mark - per my recent phone message pls see below and attached maps from Katie and let me know if there is a final AOC Map for the site - thanks much

Brian

----- Forwarded message -----

From: Tait, Kathryn S Ms CIV NG OHARNG <kathryn.s.tait@us.army.mil>

Date: Mon, Nov 29, 2010 at 1:37 PM

Subject: Draft Project Management Plan for Group 2 Propellant can Site - CC-RVAAP-80 (UNCLASSIFIED)

To: Brian Stockwell <bstockwell@pikainc.com>

Cc: Mark Patterson <mark.c.patterson@us.army.mil>, "Nichter, Mark W LRL"

<Mark.W.Nichter@usace.army.mil>, eileen.mohr@epa.state.oh.us, todd.fisher@epa.state.ohio.us, "Beckham,

Glen LRL" <Glen.Beckham@usace.army.mil>, "Meade, William E LTC MIL NG OHARNG"

<william.meade1@us.army.mil>

Classification: UNCLASSIFIED

Caveats: FOUO

Brian:

I have reviewed the above referenced document. I only have one comment/question so instead of assembling a CRT, I am just listing it below:

1. Figure 2-3: Figure 2-3 is an illustration of the propellant can site map. Where did the yellow polygon/investigation site come from? All maps I have (see attached) which are from OHARNG records and the emergency survey in 2009 conducted by USACE do not illustrate the westernmost area as being a part of the site. Please clarify.

Thanks and let me know if you have any questions.

Katie Tait
Environmental Specialist 2
Ohio Army National Guard
Camp Ravenna
(614)336-6136
kathryn.s.tait@us.army.mil

Classification: UNCLASSIFIED


Caveats: FOUO

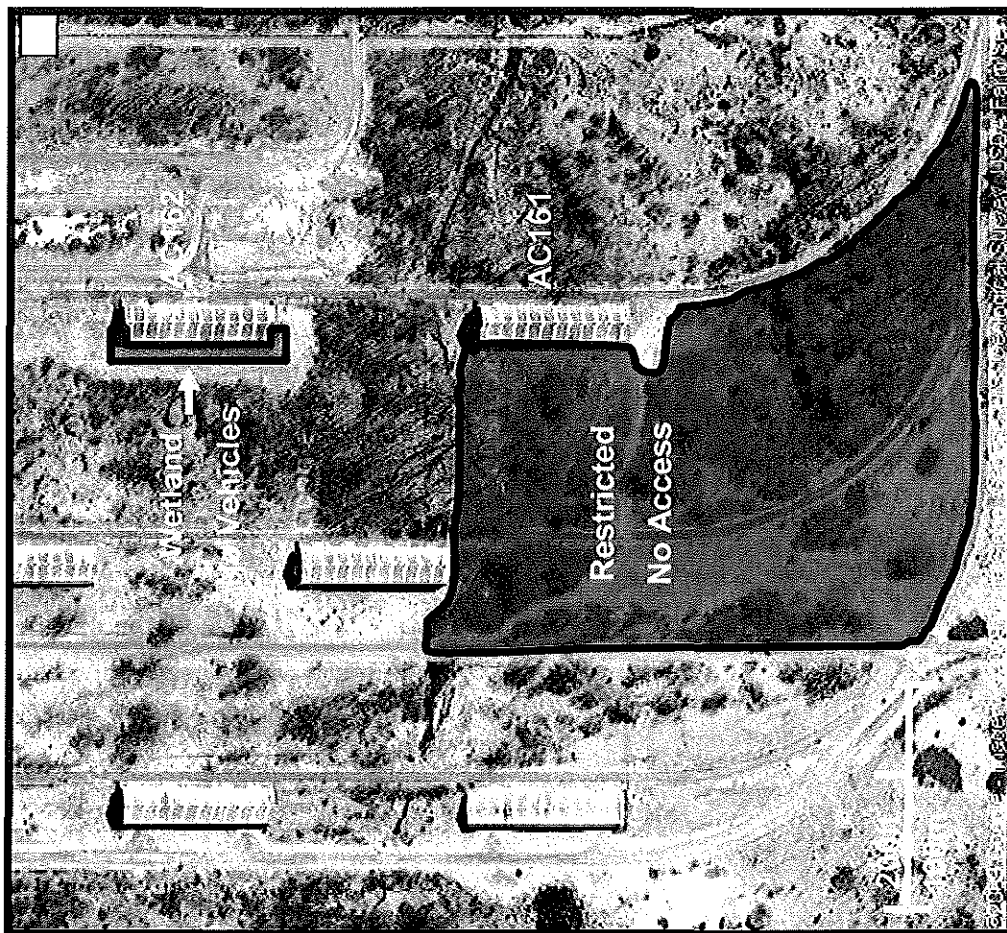
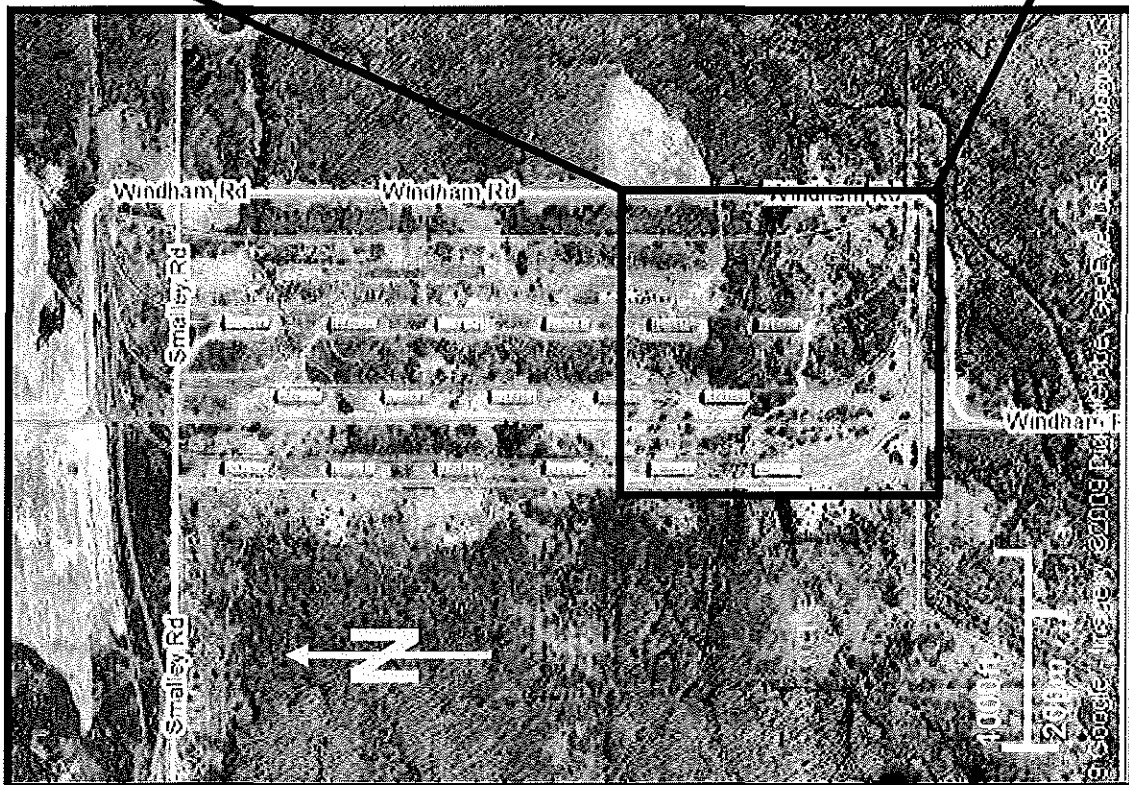
Regards,

Brian Stockwell
Project Manager
PIKA International, Inc.
330-358-7135

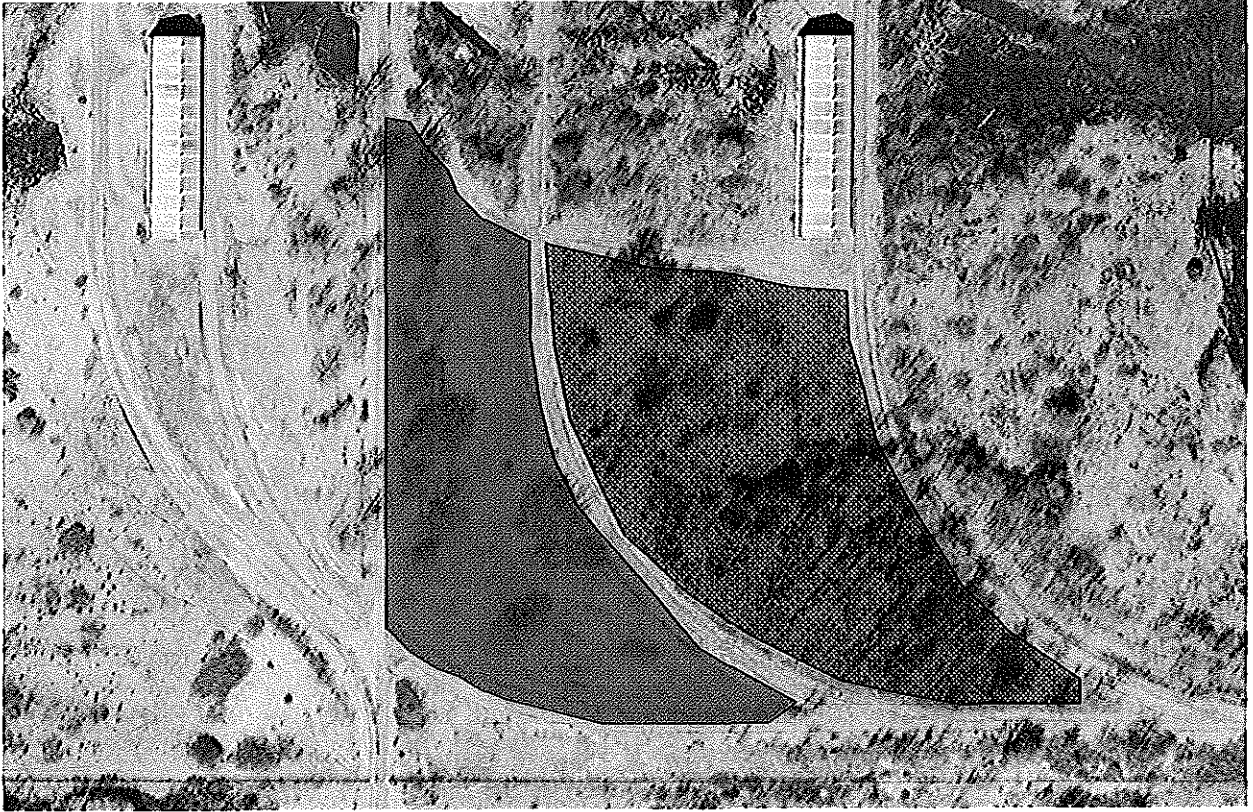
2 attachments

 **TTB Restricted Areas_4june09.ppt**
2132K

 **group2_site_map_6apr09.doc**
1055K



Group 2 Canister Site



Red = Original Location

Blue – Location Identified 6 April 2009

6 April 2009

Not To Scale

^
N



Sue Boles <sboles@pikainc.com>

Fwd: Draft Project Management Plan for Group 2 Propellant can Site - CC-RVAAP-80 (UNCLASSIFIED)

Nichter, Mark W LRL <Mark.W.Nichter@usace.army.mil>

Wed, Dec 8, 2010 at 10:46 AM

To: Brian Stockwell <bstockwell@pikainc.com>

Cc: Sue Boles <sboles@pikainc.com>, "Chanda, Thomas M LRL" <Thomas.M.Chanda@usace.army.mil>

Classification: UNCLASSIFIED

Caveats: NONE

Brian - No there is not a final map of the AOC boundaries. We won't know the actual extent of the AOC until PIKA completes the geophysical survey. We are also waiting on a PA report for this site from another contractor. You should stick with the original boundaries that I have presented to you, which includes the land portions between the rail spur lines east of Building AA-150. It's justified based on the 1952 historical aerial that shows propellant can storage immediately east of Building AA-150. Hope this helps - Mark

Mark W. Nichter, PG
Geologist
Environmental Compliance (CELRL-ED-E-C)
Louisville District
U.S. Army Corps of Engineers
(502) 315-6375 (Office)
(502) 418-8449 (Mobile)
600 Dr. Martin Luther King Jr. Place
Louisville, KY 40202-2232
mark.w.nichter@usace.army.mil

Comments on our Environmental Services are invited:

http://ice.disa.mil/index.cfm?fa=card&site_id=915&service_provider_id=115446

[Quoted text hidden]

Classification: UNCLASSIFIED

Caveats: NONE



Sue Boles <sboles@pikainc.com>

Fwd: Draft Project Management Plan for Group 2 Propellant can Site - CC-RVAAP-80 (UNCLASSIFIED)

Brian Stockwell <bstockwell@pikainc.com>

Wed, Dec 8, 2010 at 11:13 AM

To: "Tait, Kathryn S CIV NGOH" <kathryn.s.tait@us.army.mil>

Cc: Eileen Mohr <eileen.mohr@epa.state.oh.us>, "Trumble, Jay N LRL" <Jay.N.Trumble@usace.army.mil>, "Nichter, Mark W LRL" <Mark.W.Nichter@usace.army.mil>, Sue Boles <sboles@pikainc.com>

Hi Katie - see below response from USACE Louisville regarding the question you had about the propellant cans site map after your review of the Draft PMP document. Let me know if you any questions. Thanks

Brian Stockwell
PIKA International, Inc.

----- Forwarded message -----

From: **Nichter, Mark W LRL** <Mark.W.Nichter@usace.army.mil>

Date: Wed, Dec 8, 2010 at 10:46 AM

Subject: RE: Draft Project Management Plan for Group 2 Propellant can Site - CC-RVAAP-80 (UNCLASSIFIED)

To: Brian Stockwell <bstockwell@pikainc.com>

[Quoted text hidden]

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[Quoted text hidden]



Sue Boles <sboles@pikainc.com>

PIKA comment responses for Draft PMP - Group 2 Propellant Can Tops

Brian Stockwell <bstockwell@pikainc.com>

Wed, Dec 8, 2010 at 4:22 PM

To: Eileen Mohr <eileen.mohr@epa.state.oh.us>

Cc: "Esler, Christy L Ms ARMY GUEST USA OSA USA" <christy.esler@us.army.mil>, "Patterson, Mark C Mr CIV USA OSA" <mark.c.patterson@us.army.mil>, "Tait, Kathryn S CIV NGOH" <kathryn.s.tait@us.army.mil>, "Trumble, Jay N LRL" <Jay.N.Trumble@usace.army.mil>, Sue Boles <sboles@pikainc.com>

Hi Eileen - attached pls find the PIKA response to comments; including additional information relative to geophysical instrumentation for the above referenced. If you have any questions please let me know.
Thanks

--

Regards,

Brian Stockwell
Project Manager
PIKA International, Inc.
330-358-7135

2 attachments



Ohio EPA PMP Comments bas 12-8-10 sb[1]bas 12-8-10.DOC
85K



Additional information from PIKA Geophysical subcontractor.pdf
43K

DOCUMENT: "DRAFT PROJECT MANAGEMENT PLAN FOR THE COMPLIANCE RESTORATION SITE CC-RVAAP-80 GROUP 2 PROPELLANT CAN TOPS AND OTHER ENVIRONMENTAL SERVICES"

REVIEWER: Eileen T. Mohr, Ohio EPA, NEDO, DERR

DATE: November 18, 2010

Cmt #	Page #/ Line #	Comment	Recommendation	Response
1	GENERAL [1/26-27; 2/7-8; 6/2; 14/26; 16/8-30; App D/pg 1; App D/pg 14; App D/pg 21]	The text in a number of places (I will try and capture all key document places in the column to the left) indicates that propellants and other MC will be looked for in the surface soils. As defined at RVAAP, this is the 0-1' bgs interval. There is no discussion in text of looking for MC in subsurface soils. To my knowledge, since we do not have historical information that indicates that (only) prop can tops were deposited on the surface (vs. the potential for burial of both tops and cans and potentially contents), we cannot eliminate the subsurface from investigation. This comment is made both with respect to MC constituents and the metallic lids/cans with respect to the proposed geophysics.	Further discussion is required.	The scope of work for this project involves a limited Site Inspection which does not include investigation of subsurface soils. It is PIKAs understanding that this project will be the first of series of investigations to be conducted at the site.
2	GENERAL [13/22-24; table 7-1]	The text in a number of places (I will try and capture all key document places in the column to the left) indicates that the kick-off meeting will be held to assist the contractor with the submission and approval of the workplan documents. However, the workplan has already been submitted and we haven't had a kick-off meeting as of yet.	Please clarify.	To clarify, the Draft PMP was submitted ahead of the Draft Work Plan. The kickoff meeting will be held following approval of the Final PMP and during preparation of the final iteration of the work plan so that any final comments that may be brought up in the kickoff meeting can be incorporated as needed.

3	GENERAL	Please clarify whether or not Baltimore USACE is involved in this project, as it is not clear in the text.	Baltimore is not listed as receiving any documents (document distribution page and pg 39); yet there is a reference to Baltimore on 33/13 as well as on 34/1-2. How can Baltimore be involved without reviewing documents and knowing the scope of work to be performed?	As per the SOW, it is PIKAs understanding that USACE Baltimore will not be receiving work plan documents for review. All references to Baltimore USACE will be removed from the text.
4	2/10	Addition requested.	Add nitroglycerin to the list.	Nitroglycerine will be added to the noted list on page 2, line 10.
5	3/13	Addition requested.	Revise text to read: "...Waste (IDW) in accordance with all applicable State, Federal, and local rules, laws, and regulations."	The Text will be revised to read: "...Waste (IDW) in accordance with all applicable State, Federal, and local rules, laws, and regulations."
6	5/13	The text references "RRD".	Spell out the acronym the first time it is used. Also add to the acronym list.	The acronym will be spelled out at first use and added to the acronym list
7	5/25-27	The text describes an "emergency survey" that was conducted by USACE Louisville.	Please include a copy of the results of the survey either in the PMP or WP. The text in this section should summarize the results.	A copy of the information collected during the survey will be included as Appendix F. Please be advised that the text provided on page 5, lines 25-27 constitutes the summary of results as provided in the SOW for this project.
8	5/29	The text indicates that one of the objectives of the geophysical survey is to identify the anomalies and anomalous areas.	Please clarify whether or not the chosen geophysical method will be able to determine what constitutes the various anomalies (i.e. lids vs. cans vs. MEC items etc.).	Please see the attached notes from the PIKA Geophysical subcontractor for this information.
9	6/10	The text references the excavation activities conducted at the LL2 DB-802 footprint.	Please clarify that this is actually an original excavation from the construction of the plant and is not a result of the decon/demo process.	For clarification the text on page 6, line 10 will be revised as follows: "Former building slab removal operations conducted at Load Line 2 (RVAAP-09) building DB-802 exposed a large cavity beneath the floor slab which resulted in the accumulation of water. Restoration activities are now planned at this location, and the accumulated water needs to be removed to assist in the restoration of the site."

10	Fig 2-1	The figure needs to be updated to indicate that the installation is now known as Camp Ravenna (or use the full title).	Please revise.	Please be advised that the RVAAP Operating Contractor has indicated that the facility map used in work plans should still name the facility as the RVAAP.
11	Fig 2-1	Check the legend on this map to make sure that it is applicable.	For example, minimally berms and buildings should be removed.	The reference and symbols for the "Berms" and "Buildings" has been removed as these do not apply.
12	Fig 2-2	Please switch out this figure with the latest AOC/MRS map prepared by USACE Louisville.	Contact USACE Louisville for a copy of this map.	The latest AOC/MRS map prepared by USACE Louisville still shows the smaller 1-acre area in the northern portion of Group as part of the propellant can tops AOC. For accuracy, Figure 2-2 as shown will also be presented in the final iteration of the PMP.
13	Fig 2-3	Addition requested.	Add in a few of the building numbers near the prop can top area for ease of orientation in the field.	Building numbers and road names will be added to Figure 2-3 for ease of field orientation.
14	Fig 2-3	Confirmation requested.	Please confirm the boundary of the prop can tops site on the NW side. Make sure that it matches where the Seibert stakes are. (I am going from memory and think that these may be slightly different.)	As per USACE Louisville, the AOC boundary presented in Figure 2-3 should be used until completion of the geophysical survey as this boundary is currently based on the 1952 historical aerial which shows propellant can storage immediately east of Building AA-150.
15	Fig 2-3	Check the legend on this map to make sure that it is applicable.	For example, at a minimum, berms should be removed.	The reference and symbol for the "Berms" has been removed as this does not apply.
16	Fig 2-3	Confirmation requested.	Isn't the surface water intermittent vs. perennial in this area? Change if needed.	Please be advised that the U.S Geological Survey Quad Map indicates all water bodies within the area are perennial streams.
17	Fig 2-4	Change requested.	Change the legend to indicate that the buildings have been removed (ex. call them building footprints vs. buildings).	For accuracy, the word "Building" in the legend for Figure 2-4 has been changed to "Building Footprint".
18	11/17-18	The text cites a SAIC document that bedrock has been encountered at the installation from 5.5 to 13 meters bgs.	Bedrock is found at the ground surface in parts of the installation. So, I am not sure where SAIC was coming from. Maybe the easiest thing would be to just delete his sentence.	The noted sentence on page 11, lines 17-18 will be deleted from the text.
19	13/31-34	The sentence in this section is	Recommend revising to read: "Reports	The noted sentence on page 13, lines 31-

		unclear.	will be submitted to the RVAAP...."	34 will be revised to read "Reports will be submitted to the RVAAP Contracting Officer's Representative (COR) staff, Ohio EPA, Base Realignment and Closure (BRAC) field office and USACE detailing the project status, milestones, schedule, safety production data and other pertinent information."
20	15/section 3.3.1; App D/pg 14	The text in this section discusses the chosen geophysical instruments.	<p>The selection of geophysical instrumentation should be done in discussion with the regulators. The text as currently written presents the selections as a "done deal." There are a number of questions that need to be resolved:</p> <ul style="list-style-type: none"> a. on what basis were these instruments selected? b. what are the pros/cons of using these pieces of equipment? c. what other equipment was considered and rejected? And why? d. what is the depth of penetration? e. can there be discrimination between lids, cans, MEC items? f. are you proposing to use an Instrument Verification Strip (ISV)? g. will blind seeding be utilized? h. how was grid size determined? i. how was transect spacing determined? <p>These are not all inclusive. Discussion required.</p>	Please see the attached notes from the PIKA Geophysical subcontractor for this information.
21	16/18-30	This portion of the text directly relates to general comment #1 above.	<p>There needs to be discussion on several issues:</p> <ul style="list-style-type: none"> a. the lack of any subsurface samples; b. how 3 samples were determined; and, c. combining designated anomaly areas 	Please see response to comment #1.

			into one MI sample.	
22	Section 4.0	This entire section is confusing because it is written like the work still needs to be done at DB-802 when it, in fact, has already been completed. (As per the note at the bottom of the page.)	No text change required as I recognize that this is a contractual issue. (But at some point we need to figure out other ways to handle this, since if the text isn't clear to me, it sure won't be to the general public).	Acknowledged.
23	24/10	Clarification requested.	Is PIKA subbing some of this work?	PIKA will be subcontracting GeoSearches located in Chagrin Falls, Ohio to assist with the geophysical investigation activities.
24	27/10 and 14	Clarification requested.	In line 10, Brian is listed as the primary POC, in line 14 he is listed as an alternate POC. Please clarify.	The noted text will be revised to indicate that Mr. Shahram Taherinia will be the alternate point of contact.
25	29/13	The text indicates that the SUXOS is to make sure that health and safety issues have been addressed in the SOW.	Do you mean the HASP or APP or in the field?	The noted bulleted statement will be corrected to read "Ensure the safety and health issues have been addressed in the APP."
26	37/4-5	Clarification requested.	Please clarify why a hard copy of the PMP is not kept on-site.	The PMP is a general project guidance document which contains milestone payment information etc. that is not typically required to be on site.
27	App A	Revision needed.	Please provide an updated schedule.	The schedule in Appendix A will be updated for inclusion in the final iteration.
28	App C	Not reviewed as it is contractual in nature.	However, please note that lack of comment on this table does not imply agreement with selected geophysical instrumentation, sample numbers, analyte lists, etc.	Acknowledged.
29	App D/pgs 2-8	This section discusses the QC organization.	The people specific to this project should be identified.	The names of the individuals fulfilling the listed project positions will be included accordingly in Appendix D, pages 2-8.
30	App D/6/26	Revision requested.	Remove reference to off-site as there should be no reason to be off-site during the performance of this work.	The reference to "off-site" will be removed from the sentence in Appendix D page 6, line 26.
31	App D/11/8	The text indicates that corrective action will occur within 5 days.	Please specify calendar or business days.	For clarification the text in Appendix D, page 11, line 8 will be revised to specify 5 calendar days.

32	App D/13/2	The text indicates that the USACE COR will be notified as soon as practical.	How is this defined? Consider revising the text to state something to the effect of: "...as soon as practical, or no later than xx hours..." (Need to also define "xx".)	For clarification, the noted text will be revised to read "In addition, the USACE COR will be notified by the QC manager, no later than 24 hours of nonconformance that could impact the results of the work"
33	Att 2	Not reviewed as contract already let.	No changes needed. However, the SOW contents may directly impact on a number of comments raised in this CRT and the subsequent workplan.	Acknowledged.



December 6, 2010

Pika International
8451 State Route 5
Ravenna, OH 44266-9244

SUBJECT: Questions Answered (In order)

1. The two Geophysical methods EM and GPR have been chosen to compliment each other's ability to discern buried metallic objects to compile the complete subsurface picture.
2. The equipment was chosen as result of many years experience at utilizing these methods on similar projects.
3. Like all Geophysical instruments there will be a limitation in some areas due to lithology of the subsurface. However for the task at hand both are the most competent instrumentation to achieve the project goals.
4. Magnetics was also considered but will not define such small targets as we are looking for.
5. The depth of penetration can be up to 50 feet in the correct conditions.
6. If there are a lot buried together in a pile then discrimination will be difficult.
7. An instrument calibration test will be carried out involving within an ISV.
8. Blind seeding will not be undertaken.
9. The grid size and spacing was determined to extract as much data as possible without losing 100% data coverage.

Best regard's,

A handwritten signature in cursive script, appearing to read "Terence M. Hamill".

Terence M. Hamill
President / Principal Geophysicist
GeoSearches, Inc.



Sue Boles <sboles@pikainc.com>

PIKA comment responses for Draft PMP - Group 2 Propellant Can Tops

Eileen Mohr <eileen.mohr@epa.state.oh.us>

Mon, Dec 13, 2010 at 1:46 PM

To: Brian Stockwell <bstockwell@pikainc.com>

Cc: Eileen Mohr <eileen.mohr@epa.state.oh.us>, Todd Fisher <todd.fisher@epa.state.oh.us>, Sue Boles <sboles@pikainc.com>, Christy L Ms ARMY GUEST USA OSA USA Esler <christy.esler@us.army.mil>, Kathryn S CIV NGOH Tait <kathryn.s.tait@us.army.mil>, Mark C Mr CIV USA OSA Patterson <mark.c.patterson@us.army.mil>, Jay N LRL Trumble <Jay.N.Trumble@usace.army.mil>

Hi Brian

I have reviewed the RTCs that you sent. They are fine and the document can be revised. I have a few concerns though: Please note that some of these same comments will appear on the WP itself (based upon the timing of the documents). Also: with respect to the selection of geophysical instrumentation... I am not saying that we are disagreeing with the selection, but generally we are involved in the selection process. It isn't usually a "done deal" by the time we get the work plans etc.. So there will be a lot of additional critical review/comment on this issue when we get to the work plan, and the additional documentation the sub-contractor needs to supply (manuals etc.). Additionally, although IVS will be used, there was a recent ITRC workgroup which was comprised of regulators and contractors etc... and the information I received indicated was that blind seeding should be done in conjunction with IVS. The results of this geophysical study will be reviewed very closely to determine whether or not we have achieved the identification of both lateral and vertical extent of metallic hits and whether or not the selected instrumentation will be able to discriminate between prop cans/lids and other metallic objects. If not, additional phases will be required.

Thanks.

Eileen

Eileen T. Mohr
Project Manager/Environmental Specialist III
Ohio Environmental Protection Agency
Division of Emergency and Remedial Response
2110 East Aurora Road
Twinsburg, OH 44087
330-963-1221
330-487-0769 (FAX)
email: Eileen.Mohr@epa.state.oh.us

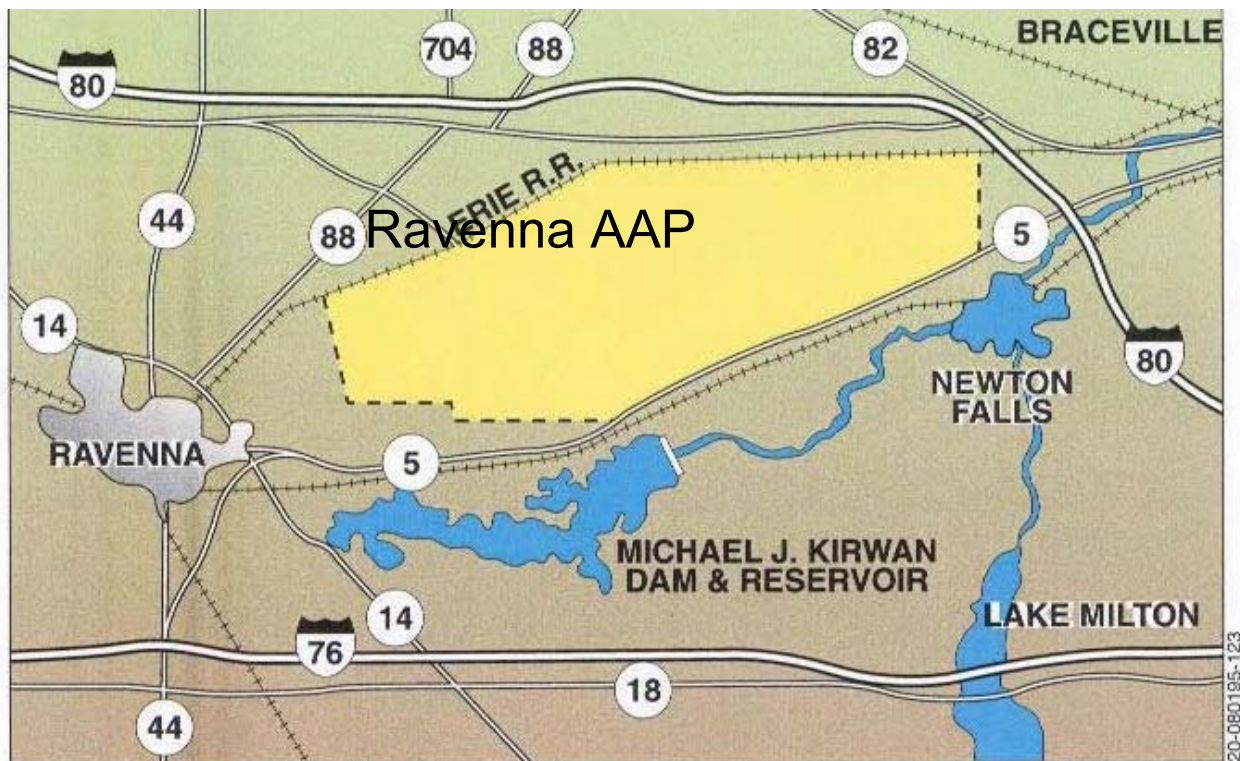
>>> Brian Stockwell <bstockwell@pikainc.com> 12/8/2010 4:22 PM >>>

[Quoted text hidden]

Ohio Environmental Protection Agency Unless otherwise provided by law,
this communication and any response to it constitutes a public record. [Ohio EPA Logo](#)

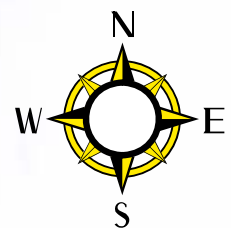
APPENDIX F

USACE Louisville – Emergency Survey Report



SCALE IN MILES

LOCATION MAP



1NOV'08



Group 2 - PEP
Cannister Cap Site



Ravenna AAP - Group 2
Historical Above Ground Storage Magazine Area
ca. 1990

Group 2 Access Rd.

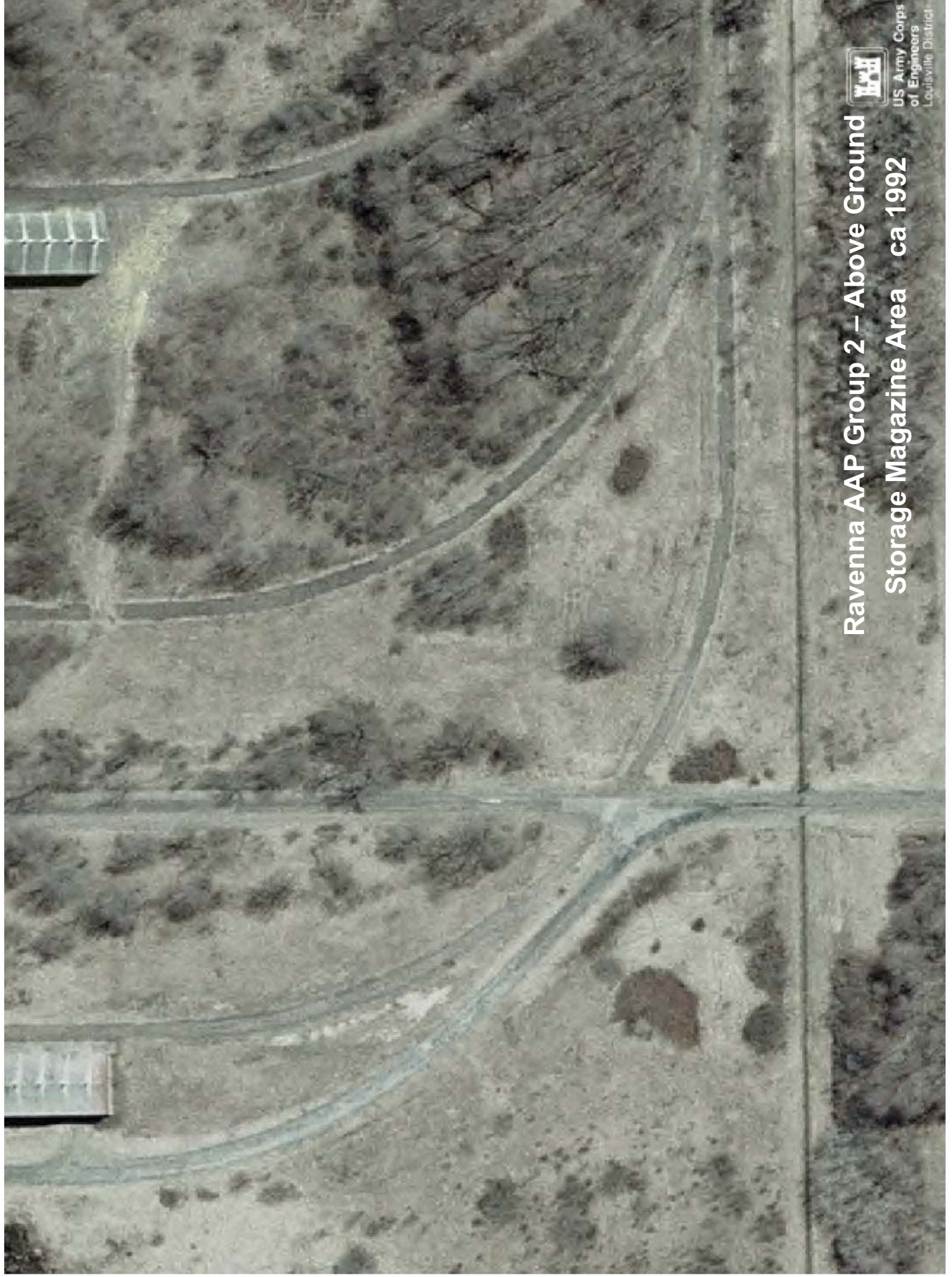
Group 2 PEP Canister Caps
Lat: 41-12-40.2348
Long: 81-02-53.8047
UTM X : 495952.533
UTM Y : 4561988.927
UTM Zone: 17
24 Quad: Windham



PARIS WINDHAM RD

Railroad





**Ravenna AAP Group 2 – Above Ground
Storage Magazine Area ca 1992**



US Army Corps
of Engineers
Louisville District



















USE 10
INSTEAD

Compliance Restoration Site CC-RVAAP-80 Group 2 Propellant Can Tops and Other Environmental
Services

APPENDIX G

Comment Response Table

DRAFT PROJECT MANAGEMENT PLAN FOR THE COMPLIANCE RESTORATION SITE CC-RVAAP-80 GROUP 2 PROPELLANT CAN TOPS AND OTHER ENVIRONMENTAL SERVICES

Ravenna Army Ammunition Plant, Ravenna Ohio

DATE: November 18, 2010

Cmt #	Page #/ Line #	Comment	Recommendation	Response
Ohio EPA NEDO DERR – Eileen T. Mohr				
O-1	GENERAL [1/26-27; 2/7-8; 6/2; 14/26; 16/8-30; App D/pg 1; App D/pg 14; App D/pg 21]	The text in a number of places (I will try and capture all key document places in the column to the left) indicates that propellants and other MC will be looked for in the surface soils. As defined at RVAAP, this is the 0-1' bgs interval. There is no discussion in text of looking for MC in subsurface soils. To my knowledge, since we do not have historical information that indicates that (only) prop can tops were deposited on the surface (vs. the potential for burial of both tops and cans and potentially contents), we cannot eliminate the subsurface from investigation. This comment is made both with respect to MC constituents and the metallic lids/cans with respect to the proposed geophysics.	Further discussion is required.	The scope of work for this project involves a limited Site Inspection which does not include investigation of subsurface soils. It is PIKAs understanding that this project will be the first of series of investigations to be conducted at the site.
O-2	GENERAL [13/22-24; table 7-1]	The text in a number of places (I will try and capture all key document places in the column to the left) indicates that the kick-off meeting will be held to assist the contractor with the submission and approval of the workplan documents. However, the workplan has already been submitted and we haven't had a kick-off meeting as of	Please clarify.	To clarify, the Draft PMP was submitted ahead of the Draft Work Plan. The kickoff meeting will be held following approval of the Final PMP and during preparation of the final iteration of the work plan so that any final comments that may be brought up in the kickoff meeting can be incorporated as needed.

		yet.		
O-3	GENERAL	Please clarify whether or not Baltimore USACE is involved in this project, as it is not clear in the text.	Baltimore is not listed as receiving any documents (document distribution page and pg 39); yet there is a reference to Baltimore on 33/13 as well as on 34/1-2. How can Baltimore be involved without reviewing documents and knowing the scope of work to be performed?	As per the SOW, it is PIKAs understanding that USACE Baltimore will not be receiving work plan documents for review. All references to Baltimore USACE will be removed from the text.
O-4	2/10	Addition requested.	Add nitroglycerin to the list.	Nitroglycerine will be added to the noted list on page 2, line 10.
O-5	3/13	Addition requested.	Revise text to read: "...Waste (IDW) in accordance with all applicable State, Federal, and local rules, laws, and regulations."	The Text will be revised to read: "...Waste (IDW) in accordance with all applicable State, Federal, and local rules, laws, and regulations."
O-6	5/13	The text references "RRD".	Spell out the acronym the first time it is used. Also add to the acronym list.	The acronym will be spelled out at first use and added to the acronym list
O-7	5/25-27	The text describes an "emergency survey" that was conducted by USACE Louisville.	Please include a copy of the results of the survey either in the PMP or WP. The text in this section should summarize the results.	A copy of the information collected during the survey will be included as Appendix F. Please be advised that the text provided on page 5, lines 25-27 constitutes the summary of results as provided in the SOW for this project.
O-8	5/29	The text indicates that one of the objectives of the geophysical survey is to identify the anomalies and anomalous areas.	Please clarify whether or not the chosen geophysical method will be able to determine what constitutes the various anomalies (i.e. lids vs. cans vs. MEC items etc.).	Please see the attached notes from the PIKA Geophysical subcontractor for this information.
O-9	6/10	The text references the excavation activities conducted at the LL2 DB-802 footprint.	Please clarify that this is actually an original excavation from the construction of the plant and is not a result of the decon/demo process.	For clarification the text on page 6, line 10 will be revised as follows: "Former building slab removal operations conducted at Load Line 2 (RVAAP-09) building DB-802 exposed a large cavity beneath the floor slab which resulted in the accumulation of water. Restoration activities are now planned at this location, and the accumulated water needs to be removed to assist in the restoration of the

				site.”
O-10	Fig 2-1	The figure needs to be updated to indicate that the installation is now known as Camp Ravenna (or use the full title).	Please revise.	Please be advised that the RVAAP Operating Contractor has indicated that the facility map used in work plans should still name the facility as the RVAAP.
O-11	Fig 2-1	Check the legend on this map to make sure that it is applicable.	For example, minimally berms and buildings should be removed.	The reference and symbols for the “Berms” and “Buildings” has been removed as these do not apply.
O-12	Fig 2-2	Please switch out this figure with the latest AOC/MRS map prepared by USACE Louisville.	Contact USACE Louisville for a copy of this map.	The latest AOC/MRS map prepared by USACE Louisville still shows the smaller 1-acre area in the northern portion of Group as part of the propellant can tops AOC. For accuracy, Figure 2-2 as shown will also be presented in the final iteration of the PMP.
O-13	Fig 2-3	Addition requested.	Add in a few of the building numbers near the prop can top area for ease of orientation in the field.	Building numbers and road names will be added to Figure 2-3 for ease of field orientation.
O-14	Fig 2-3	Confirmation requested.	Please confirm the boundary of the prop can tops site on the NW side. Make sure that it matches where the Seibert stakes are. (I am going from memory and think that these may be slightly different.)	As per USACE Louisville, the AOC boundary presented in Figure 2-3 should be used until completion of the geophysical survey as this boundary is currently based on the 1952 historical aerial which shows propellant can storage immediately east of Building AA-150.
O-15	Fig 2-3	Check the legend on this map to make sure that it is applicable.	For example, at a minimum, berms should be removed.	The reference and symbol for the “Berms” has been removed as this does not apply.
O-16	Fig 2-3	Confirmation requested.	Isn't the surface water intermittent vs. perennial in this area? Change if needed.	Please be advised that the U.S Geological Survey Quad Map indicates all water bodies within the area are perennial streams.
O-17	Fig 2-4	Change requested.	Change the legend to indicate that the buildings have been removed (ex. call them building footprints vs. buildings).	For accuracy, the word “Building” in the legend for Figure 2-4 has been changed to “Building Footprint”.
O-18	11/17-18	The text cites a SAIC document that bedrock has been encountered at the installation from 5.5 to 13 meters bgs.	Bedrock is found at the ground surface in parts of the installation. So, I am not sure where SAIC was coming from. Maybe the easiest thing would be to just delete his sentence.	The noted sentence on page 11, lines 17-18 will be deleted from the text.

O-19	13/31-34	The sentence in this section is unclear.	Recommend revising to read: "Reports will be submitted to the RVAAP...."	The noted sentence on page 13, lines 31-34 will be revised to read "Reports will be submitted to the RVAAP Contracting Officer's Representative (COR) staff, Ohio EPA, Base Realignment and Closure (BRAC) field office and USACE detailing the project status, milestones, schedule, safety production data and other pertinent information."
O-20	15/section 3.3.1; App D/pg 14	The text in this section discusses the chosen geophysical instruments.	<p>The selection of geophysical instrumentation should be done in discussion with the regulators. The text as currently written presents the selections as a "done deal." There are a number of questions that need to be resolved:</p> <ul style="list-style-type: none"> a. on what basis were these instruments selected? b. what are the pros/cons of using these pieces of equipment? c. what other equipment was considered and rejected? And why? d. what is the depth of penetration? e. can there be discrimination between lids, cans, MEC items? f. are you proposing to use an Instrument Verification Strip (ISV)? g. will blind seeding be utilized? h. how was grid size determined? i. how was transect spacing determined? <p>These are not all inclusive. Discussion required.</p>	Please see the attached notes from the PIKA Geophysical subcontractor for this information.
O-21	16/18-30	This portion of the text directly relates to general comment #1 above.	<p>There needs to be discussion on several issues:</p> <ul style="list-style-type: none"> a. the lack of any subsurface samples; b. how 3 samples were determined; <p>and,</p>	Please see response to comment #1.

			c. combining designated anomaly areas into one MI sample.	
O-22	Section 4.0	This entire section is confusing because it is written like the work still needs to be done at DB-802 when it, in fact, has already been completed. (As per the note at the bottom of the page.)	No text change required as I recognize that this is a contractual issue. (But at some point we need to figure out other ways to handle this, since if the text isn't clear to me, it sure won't be to the general public).	Acknowledged.
O-23	24/10	Clarification requested.	Is PIKA subbing some of this work?	PIKA will be subcontracting GeoSearches located in Chagrin Falls, Ohio to assist with the geophysical investigation activities.
O-24	27/10 and 14	Clarification requested.	In line 10, Brian is listed as the primary POC, in line 14 he is listed as an alternate POC. Please clarify.	The noted text will be revised to indicate that Mr. Shahram Taherinia will be the alternate point of contact.
O-25	29/13	The text indicates that the SUXOS is to make sure that health and safety issues have been addressed in the SOW.	Do you mean the HASP or APP or in the field?	The noted bulleted statement will be corrected to read "Ensure the safety and health issues have been addressed in the APP."
O-26	37/4-5	Clarification requested.	Please clarify why a hard copy of the PMP is not kept on-site.	The PMP is a general project guidance document which contains milestone payment information etc. that is not typically required to be on site.
O-27	App A	Revision needed.	Please provide an updated schedule.	The schedule in Appendix A will be updated for inclusion in the final iteration.
O-28	App C	Not reviewed as it is contractual in nature.	However, please note that lack of comment on this table does not imply agreement with selected geophysical instrumentation, sample numbers, analyte lists, etc.	Acknowledged.
O-29	App D/pgs 2-8	This section discusses the QC organization.	The people specific to this project should be identified.	The names of the individuals fulfilling the listed project positions will be included accordingly in Appendix D, pages 2-8.
O-30	App D/6/26	Revision requested.	Remove reference to off-site as there should be no reason to be off-site during the performance of this work.	The reference to "off-site" will be removed from the sentence in Appendix D page 6, line 26.
O-31	App D/11/8	The text indicates that corrective action will occur within 5 days.	Please specify calendar or business days.	For clarification the text in Appendix D, page 11, line 8 will be revised to specify 5

				calendar days.
O-32	App D/13/2	The text indicates that the USACE COR will be notified as soon as practical.	How is this defined? Consider revising the text to state something to the effect of: "...as soon as practical, or no later than xx hours..." (Need to also define "xx".)	For clarification, the noted text will be revised to read "In addition, the USACE COR will be notified by the QC manager, no later than 24 hours of nonconformance that could impact the results of the work"
O-33	Att 2	Not reviewed as contract already let.	No changes needed. However, the SOW contents may directly impact on a number of comments raised in this CRT and the subsequent workplan.	Acknowledged.
OHARNG - Kathryn Tait				
G-01	Fig 2-3	Figure 2-3 is an illustration of the propellant can site map. Where did the yellow polygon/investigation site come from? All maps I have which are from OHARNG records and the emergency survey in 2009 conducted by USACE do not illustrate the westernmost area as being a part of the site	Please clarify.	As per USACE Louisville, the AOC boundary presented in Figure 2-3 should be used until completion of the geophysical survey as this boundary is currently based on the 1952 historical aerial which shows propellant can storage immediately east of Building AA-150.