

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. SCS-0-NE-4	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. DATE ISSUED August 23, 1990	6. REQUISITION/PURCHASE REQ. NO.	
7. ISSUED BY CODE USDA, SOIL CONSERVATION SERVICE 100 CENTENNIAL MALL NORTH, RM 343 LINCOLN, NE 68508-3866	8. ADDRESS OFFER TO (If other than Item 7) USDA, SOIL CONSERVATION SERVICE 100 CENTENNIAL MALL NORTH, RM 345 LINCOLN, NE 68508-3866	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7, until Close of Business local time on 09/25/90. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Margaret Styles	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) 402/437-5305
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

SOLICITATION, OFFER AND AWARD

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% 30 CALENDAR DAYS _____% _____ CALENDAR DAYS _____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
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15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include Area Code)	15C. CHECK IF REMITTANCE ADDRESS IS [] DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
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17. SIGNATURE:	18. OFFER DATE:
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 [] 10 U.S.C. 2304(c) (0) [] 41 U.S.C. 253(c) (0)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE _____	25. PAYMENT WILL BE MADE BY CODE _____ USDA, SOIL CONSERVATION SERVICE 100 CENTENNIAL MALL NORTH, RM 343 LINCOLN, NE 68508-3866
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26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV.4-85)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BID SCHEDULE

Site D-17, Papillion Creek Watershed
 Sites 9-5 and 42-A, Tekamah-Mud Creeks Watershed

ITEM/ SERVICES	SPEC #	QTY/ RANGE	UNIT	\$UNIT	\$AMT
PHASE I - GEOLOGIC INVESTIGATION					
A. Mobilization					
Papillion D-17	20	1	LUMP SUM	\$XXXX	\$ _____
Tekamah-Mud 9-5	20	1	LUMP SUM	\$XXXX	\$ _____
Tekamah-Mud 42-A	20	1	LUMP SUM	\$XXXX	\$ _____
B. Auger Boring & Sampling	20	1,607- 2,676	Feet	\$ _____	\$ _____
C. Undisturbed Sample	20	13-28	Each	\$ _____	\$ _____
D. Advancing Bore Holes	20	136-290	Feet	\$ _____	\$ _____
E. Static Cone Penetrometer Test	20	315-575	Feet	\$ _____	\$ _____
F. Standard Penetration Test	20	15-65	Each	\$ _____	\$ _____

TOTAL PHASE I \$ _____

PHASE II - GEOLOGIC REPORT

Papillion, Site D-17	20	1	LUMP SUM	\$XXXX	\$ _____
Tekamah-Mud, Site 9-5	20	1	LUMP SUM	\$XXXX	\$ _____
Tekamah-Mud, Site 42-A	20	1	LUMP SUM	\$XXXX	\$ _____

TOTAL PHASE II \$ _____

TOTAL CONTRACT PRICE \$ _____

AWARD RESTRICTION (AUG 1987, SCS, AMB) One award for the aggregate of all items will be made under this solicitation.

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS
(AGAR 452.210-71) (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

C.2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS
(AGAR 452.210-72) (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

C.3 - WORKWEEK (SCS, Lincoln, NE) (AUG 1990)

The contractor shall submit for approval his proposed schedule of days and hours of work, including daily starting and stopping times. The maximum workweek that will be approved is 10 hours per day, Monday through Friday. Failure to submit this schedule may be cause of rejection of the bid.

Government personnel will not work on the following federal holidays.

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCEE.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.246-4	APR 1984	INSPECTION OF SERVICES -- FIXED-PRICE

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.212-15	APR 1984	GOVERNMENT DELAY OF WORK

F.2 DESIRED AND REQUIRED TIME OF DELIVERY
(FAR 52.212-2) (APR 1984)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	ON OR BEFORE DATE SPECIFIED
----------	----------	-----------------------------

F.3 DESIRED DELIVERY

Performance Days

Mobilizing to first site	21 days
Phase I (Geologic Investigations)	
Site D-17, Papillion Creek	12 days
Site 9-5, Tekamah-Mud Creek	10 days
Site 42-A, Tekamah-Mud Creek	32 days
Phase II (Geologic Reports)	
Site D-17, Papillion Creek	28 days
Site 9-5, Tekamah-Mud Creek	28 days

Site 42-A, Tekamah-Mud Creek 35 days

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	ON OR BEFORE DATE SPECIFIED
----------	----------	--------------------------------

F.4 REQUIRED DELIVERY

Performance Days

Mobilizing to first site		21 days
Phase I (Geologic Investigations)		
Site D-17, Papillion Creek		12 days
Site 9-5, Tekamah-Mud Creek		10 days
Site 42-A, Tekamah-Mud Creek		32 days
Phase II (Geologic Reports)		
Site D-17, Papillion Creek		28 days
Site 9-5, Tekamah-Mud Creek		28 days
Site 42-A, Tekamah-Mud Creek		35 days

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, may not be considered for award. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	ON OR BEFORE DATE SPECIFIED
----------	----------	--------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F.5 STOP-WORK ORDER (FAR 52.212-13) (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 30 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 30 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.

F.6 - SCHEDULE AND ORDER OF PERFORMANCE
(SCS, Lincoln, NE) (AUG 1990)

The required delivery schedule of performance of this contract is from the effective date of contract after award.

Once the contractor has mobilized on the first site for Phase I, he shall work steadily until the field work is complete on all sites. Delays or interruptions for any reason except weather or breakdowns shall be approved by the Contracting Officer.

Sites shall be investigated in the following order:

- D-17, Papillion Creek Watershed
- 9-5, Tekamah-Mud Watershed
- 42-A, Tekamah-Mud Watershed

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE
(SCS, Lincoln, NE) (AUG 1990)

A Contracting Officer's Representative (COR) will be designated after contract award. The contractor will be notified by letter of the name and duties of the COR.

G.2 GOVERNMENT-FURNISHED PROPERTY (AGAR 452.245-70)
(FEB 1988)

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Item No.	Description	Quantity	Delivery Date
1.	Soil Conservation Service's National Engineering Handbook, Section 8, Engineering Geology (NEH-8)	1 each	After award
2.	Watershed Work Plan or Project Measure Plan	1 each	After Award
3.	SCS-ENG-35A, 35B, and 35C; or NE-ENG-72, 73 & 74, Plans & Profiles for Geologic Investigations	10 each	After Award
4.	SCS-ENG-533 and SCS-ENG-305 Log of Test Holes	100 each	After Award
5.	SCS-ENG-534, Soil Sample List, Soil & Foundation Investigation	20 each	After Award
6.	SCS-ENG-376a, 376b, & 376c, Detailed Geologic Investigation of Dam Sites (report forms)	20 each	After Award

7. Example geologic report 1 each After Award
8. ASTM Designation: 1 each After Award
D 2488-84, Standard
Practice for DESCRIPTION
AND IDENTIFICATION OF SOILS
(VISUAL-MANUAL PROCEDURE)
9. Sample Tags 100 each After Award

G.3 DESIGNATED PAYMENT OFFICE (SCS, AMB, APRIL 1988)

The contact point described below coordinates the issuance of payments under this contract. If payment is not received within 30 days after submittal of invoice, contact the payment office designated below for information on when payment will be made.

Beverly A. Smith, Financial Manager
(402) 437-5341
100 Centennial Mall North, Room 343
Lincoln, NE 68508-3866

If questions arise on the amount paid, contact the Contracting Officer at the number or address shown on form SF-33.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORGANIZATIONAL CONFLICTS OF INTEREST
(AGAR 452.209-70) (FEB 1988)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.2 POST AWARD CONFERENCE (AGAR 452.215-76) (FEB 1988)

A post award conference with the successful offeror is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at:

Soil Conservation Service
100 Centennial Mall North, Room 343
Lincoln, NE 68508

H.3 - ACCIDENT PREVENTION AND SAFETY MEASURES
(SCS, Lincoln, NE)(AUG 1990)

The contractor shall comply with OSHA Part 1926, Construction Industry Standards and Interpretations and the Soil Conservation Service Supplement to OSHA which is made a part of the contract.

In addition to the requirements of this clause, the contractor shall comply with Sections 2, 5, 6, and 7 of the Drillers Safety Manual, published by the United States Department of the Interior, Bureau of Reclamation, in effect on the date of issuance of the Invitation for Bids. In case of conflict between the Construction Industry Standards and interpretations and the Drillers Safety Manual, the Construction Industry Standards and Interpretations will prevail.

All drilling and excavating equipment safety devices including: belt guards, engine silencers, emergency stop switches, etc. that were originally installed by the equipment manufacture; and all safety devices that are required by state and federal regulations must be installed and be in operable condition at all times when the equipment is on the job site.

The contractor shall include a Safety Plan with his plan of operations and procedures for accomplishing the work. This Plan shall include an assessment of anticipated safety hazards, a schedule of planned precautionary measures, and a schedule of safety meetings. Potential hazards can include, but are not limited to, such things as overhead and underground utilities, steep slopes, lighting, equipment use, snakebite, open test holes, weak bridges, etc. Site specific safety evaluations are needed.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	DEC 1989	AUDIT--NEGOTIATION
52.215-26	APR 1987	INTEGRITY OF UNIT PRICES ALTERNATE I (APR 1987)
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-6	APR 1984	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE ALTERNATE I (JUN 1989)
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR
52.222-4	MAR 1986	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION

52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-3	DEC 1989	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	APR 1989	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	APR 1984	INTEREST
52.232-24	JAN 1986	PROHIBITION OF ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	AUG 1989	PROTEST AFTER AWARD
52.243-1	AUG 1987	CHANGES -- FIXED PRICE ALTERNATE I (APR 1984)
52.246-25	APR 1984	LIMITATION OF LIABILITY -- SERVICES
52.249-1	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.250-1	APR 1984	INDEMNIFICATION UNDER PUBLIC LAW 85-804

I.2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7) (OCT 1988)

(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 the kickback. The Contracting Officer may order that 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 subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

I.3 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (OCT 1987)

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--

(a) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) SUPPLIES (OTHER THAN PROCUREMENT FROM A REGULAR DEALER IN 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.

(c) 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.

(d) 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.

I.4 NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE HANDICAPPED (FAR 52.219-15) (JUN 1989)

(a) Definitions.

"Handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the

selection of any type of employment for which the person would otherwise be qualified or qualifiable.

(b) The Offeror certifies that it is [] is not [] a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.

(c) An Offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

"Public or private organization for the handicapped" means one which (1) is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (2) complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (3) employs in the production of commodities and in the provision of services, handicapped individuals for not less than 75 percent of the direct labor required for the production or provision of the commodities or services.

I.5 SERVICE CONTRACT ACT OF 1965, AS AMENDED
(FAR 52.222-41) (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service Employee," as used in this clause, 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 subcontract 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) Adjustments 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 4.1(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 Board of Service Contract appeals, 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 this 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 Bureau of Apprenticeship and Training, Employment and Training Administration, 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.

(t) 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.

I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary wage-- Fringe benefits
31010 Engineering Equipment Operator	\$0
31262 Truck Driver, Medium Truck	\$0
10552 Typist II	\$0

I.7 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAR 1989)

(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 determine 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 a site for the performance of work done 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.

"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--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possessions 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 a 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 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions of remedial measures on any employee who is convicted of drug abuse violations 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.

(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 engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (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.

I.8 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in

this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(iv) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel

Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor--

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment"

means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.9 - PAYMENTS (SCS, Lincoln, NE) (AUG 1990)

Payment for Mobilization shall be made for each site after presentation of invoice by the contractor at the completion of work and removal of all equipment and materials from the site. Total payment will be the lump sum price for mobilization regardless of actual cost to the contractor.

Payment for work items shall be to the nearest foot and number of undisturbed samples and Standard Penetration Tests. No payment shall be made for abandoned or lost holes or for any samples, cores, or tests obtained therein unless and solely to the extent that the Contracting Officer considers these are of sufficient benefit to warrant payment at scheduled bid prices. Payment will be made for abandoned boring at the unit bid price if, in the judgement of the Contracting Officer, drilling could not be continued because of geologic conditions.

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (AGAR 452.252-70) (FEB 1988)

Geologic Investigation Specification 20
Location Information
Explanatory Notes for each Site
Plan & Profile Drawings
Supplement of OSHA Parts 1910 & 1926

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS.

K.1 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's

organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1989)

(a) Definitions.

"Common parent" as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status" as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)" as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- [] TIN: _____
- [] TIN has been applied for.
- [] TIN is not required because:
- [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- [] Offeror is an agency or instrumentality of a foreign government;
- [] Offeror is an agency or instrumentality of a Federal, state, or local government;
- [] Other. State basis. _____.

(d) Corporate Status.

- [] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- [] Other corporate entity;
- [] Not a corporate entity;

- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____
 TIN _____

K.4 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
 (AGAR 452.204-70) (DEC 1989)

The offeror is requested to insert the DUNS number applicable to the contractor's address shown on the solicitation form.

DUNS NO. _____

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
 DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
 (FAR 52.209-5) (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

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

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year

period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture;
or

(b) If the offeror or quoter is a foreign entity, it operates as

[] an individual, [] a partnership, [] a nonprofit organization,
[] a joint venture, or [] a corporation, registered for business
in _____ (country).

K.7 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

**K.8 SMALL BUSINESS CONCERN REPRESENTATION
(FAR 52.219-1) (FEB 1990)**

(a) Representation. The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern and that [] all, [] not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in paragraph (a) of this clause in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Act.

**K.9 SMALL DISADVANTAGED BUSINESS CONCERN
REPRESENTATION (FAR 52.219-2) (FEB 1990)**

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

Asian Pacific Americans, as used in this provision, means United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea, (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federal States of Micronesia.

Indian tribe, as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

Native Americans, as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

Native Hawaiian Organization, as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

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

Small disadvantaged business concern, as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

Subcontinent Asian Americans, as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans,

Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

K.10 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a women-owned small business concern.

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.11 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS
(FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.12 CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, 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, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies 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 offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.13 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this

solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 AFFIRMATIVE ACTION COMPLIANCE
(FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE
(FAR 52.223-5) (MAR 1989)

(a) Definitions. As used in this provision,

"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 determine 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 a site for the performance of work done 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.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possessions 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 a 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 provision;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this provision of a conviction, impose the following sanctions of remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Take 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 appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.16 NOTICE OF RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (FAR 52.225-12) (MAY 1989)

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies.

Product or Service

Sanctioned Person

(List as necessary)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
SOLICITATION PROVISIONS

PROVISION NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-9	DEC 1989	SUBMISSION OF OFFERS
52.215-10	DEC 1989	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	APR 1984	FAILURE TO SUBMIT OFFER

L.2 INQUIRIES (AGAR 452.204-71) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the contracting officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.3 CONTRACT AWARD (FAR 52.215-16) (JUL 1990)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer,

and (3) waive informalities and minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR QUANTITIES LESS THAN THOSE SPECIFIED. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED, AT THE UNIT COST OR PRICES OFFERED, UNLESS THE OFFEROR SPECIFIES OTHERWISE IN THE OFFER.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L.4 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed

pages.

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

L.6 SET-ASIDE/SIZE-STANDARD INFORMATION
(AGAR 452.219-70) (FEB 1988)

This solicitation includes the following set-aside and/or size standard criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Total, Small Business
- (c) Small business size standard or other criteria: No more than 3.5 million dollars average annual receipts for an offeror's preceding 3 fiscal years.
- (d) Standard Industrial Classification (SIC Code): 8999.

L.7 PRE-BID/PRE-PROPOSAL CONFERENCE AND SITE VISIT
(AGAR 452.237-72) (FEB 1988)

(a) The Government is planning a pre-bid/pre-proposal conference and site visit during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are strongly urged to visit this site during the conference to fully inform themselves about the location and conditions under which the work is to be performed.

(c) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to, or during, the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference an amendment containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(d) In order to facilitate conference preparations it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(e) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(f) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of

the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(g) The conference will be held:

Date: September 5, 1990

Time: 10:00 a.m.

Location: In front of the US Post Office Building
Tekamah, Nebraska

L.8 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

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

Albert L. Bartek
USDA, SOIL CONSERVATION SERVICE
100 CENTENNIAL MALL NORTH, RM 343
LINCOLN, NE 68508-3866

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

L.9 - OPERATIONS (SCS, Lincoln, NE) (AUG 1990)

The Soil Conservation Service shall indicate the work to be performed, designate the order in which the work will be done, inspect and review all work, and establish the location and stationing of the structure centerline and emergency spillway. An established centerline and stationing shall consist of identifying in the field a station near each end of the proposed centerline. These points will be identified at the time of the site showing for bidders.

Topographic site maps and centerline profiles shall be furnished by the contracting officer. The centerline profiles and the centerline locations shown on the site maps in the solicitation may be subject to minor changes when final survey is completed. Also, maps at different

scales from those in the solicitation may be furnished. Corrected or additional maps and profiles will be provided to the contractor prior to actual need. The Contracting Officer shall designate which of the furnished maps and profiles the contractor will use in the final report.

The contractor shall provide supervision for all equipment and other operations. He shall flag and identify centerline stations on one hundred foot intervals prior to any drilling operations, and he shall instrument all test hole locations and elevations at the completion of the work. The contractor and his personnel shall complete the investigation in a professional manner that will provide quality geologic information suitable for the soil mechanics analysis and a safe design including placing boreholes, performing field tests, and obtaining samples at any location that the contracting officer deems necessary to represent site geology and conditions. Locations given herein for structural components such as the principal and emergency spillways, as well as borrow areas, are preliminary based on reconnaissance investigations of the sites. These locations may or may not prove to be satisfactory. If through the course of Phase I investigations, the preliminary locations of structural components are found to be unsatisfactory or better locations are indicated, the contractor shall inform the contracting officer of the findings, and he (contractor) shall in consultation with SCS personnel investigate the improved locations.

The contractor shall provide and maintain, at his own expense, an adequate supply of water suitable for drilling and logging purposes.

L.10 SCHEDULE AND NOTIFICATIONS (SCS, Lincoln, NE)
(AUG 1990)

At the time of post award conference, the contractor shall submit a Safety Plan and evidence of calibration of meters, cone penetrometer, and like instruments.

At least one week prior to the start of Phase I field work, the contractor shall notify the following of his intent:

Paul Sweeney, District Conservationist, Soil Conservation Service, 8901 So. 154th Street, Omaha, NE 68138-3621, Phone (402) 896-0121; and Donald Doty, District Conservationist, Soil Conservation Service, 145 North 2nd Street, P.O. Box 136, Lyons, NE 68038, Phone (402) 687-2144.

L.11 SITE INSPECTION (SCS, Lincoln, NE) (AUG 1990)

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibilities for estimating properly the difficulty or cost of performing the work successfully. The government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the reference for proposal, the specifications, or related documents.

Notes on individual sites are furnished to bidders to assist them in preparing their bids. Estimates contained therein are based on inspection of the site. However, changes in subsurface conditions may require more or less work or a change in drilling procedures to complete the geologic investigation in compliance with the detailed specifications.

L.12 EQUIPMENT REQUIRED (SCS, Lincoln, NE) (AUG 1990)

A rotary drill rig, complete with accessories and competent operator-helper crew, is required. The drill rig must be mobile (such as truck-mounted) and capable of drilling continuous-feed, vertical holes to depths of 150 feet. The rig shall be provided with a hydraulic-pressure device capable of exerting a driving force of a least 10,000 pounds. The downfeed will provide a steady downward rate of penetration. The rig shall be equipped with a water pump capable of efficiently operating a piston-type sampler. Evidence of required calibration of all meters, cone penetrometers, and like instruments used will be furnished to the contracting officer at the pre-investigation conference; and field operations shall not begin until this information is presented.

L.13 WORKMANSHIP (SCS, Lincoln, NE) (AUG 1990)

All work under this contract shall be performed in a skillful, workmanlike manner. The contracting officer may, in writing, require the contractor to remove from the work any employee the contracting officer deem incompetent, careless, or otherwise objectionable.

L.14 PERSONNEL (SCS, Lincoln, NE) (AUG 1990)

The contractor shall provide with each drill rig a geologist and drilling crew consisting of a least one driller and driller's helper. The Project Geologist will supervise the overall operations of the drilling crew(s). The intent of

the specifications is that the Project Geologist be on-site at all times and that junior or trainee geologists not be left without supervision. The Project Geologist shall not function as a driller or driller's helper.

L.15 LAND RIGHTS (SCS, Lincoln, NE) (AUG 1990)

Adequate land rights needed to perform the work under this contract will be acquired. The right to enter or use adjacent property shall be the sole responsibility of the contractor. The contractor will exercise reasonable care to prevent unnecessary damage to crops.

L.16 CONTRACTOR'S QUALIFICATIONS (SCS, Lincoln, NE)
(AUG 1990)

Information on the following qualifications shall be submitted with the offer; it shall be pertinent and specific in the technical area under consideration:

1. Personnel: Names, professional qualifications, experience, and technical competence of the geologist(s), driller(s), and technical personnel who will actually be assigned to this project—that is, those who will actually work in the field on the investigation and prepare the report. Discuss knowledge and experience of those named in the type of geology of the project area(s) and in performance at geologic and foundation investigations for earthen dams. *
2. Experience: An outline of the firm's previous projects, specific work and responsibilities performed, and geographical areas worked, with emphasis on geologic investigations for earthen dams.
3. Equipment: Name, model number, and model year of the drilling equipment the offeror proposes to use on this project. Offerors also should indicate the sampling tools and equipment they presently own which might be necessary for the satisfactory completion of this project.
4. Any other specific and pertinent information as it pertains to this particular area of procurement that would enhance our consideration and evaluation of the information submitted.

* Substitutions of listed personnel must be approved by the Contracting Officer; requests for such substitutions must be in writing and accompanied by resumes of their qualifications and experience.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 - EVALUATION FACTORS - SELECTION CRITERIA
(SCS, Lincoln, NE) (AUG 1990)

	Weight
1. Composition, qualifications, and experience of the staff assigned to the field investigations and reports for this project with emphasis on geologic investigations for earthen dams.	40
2. Experience of the firm in geologic investigations with emphasis on earthen dams.	10
3. Past performance on contracts in terms of quality of work and compliance with schedules.	15
4. Location in the general geographical area of project and knowledge of the locality of the project.	10
5. Equipment	15
6. Price	10

PROFESSIONAL SERVICES CONTRACT
GEOLOGIC INVESTIGATION

Explanatory Notes

Site D-17
Papillion Creek Watershed
Douglas County, Nebraska

1. Site D-17 is located in the SE1/4, Section 26, T16N, R11E, placing it approximately 3 miles south and 1/2 mile east of Bennington, Nebraska.
2. Permission to enter the site and access routes will be obtained and identified by the Papio-Missouri River Natural Resources District of Omaha, Nebraska.
3. The site is in pasture.
4. Modern and Recent age alluviums occur near the channel with Peoria loess in the abutments. Older Pleistocene formations such as Loveland, Sappa, and Kansan glacial till are expected in the subsurface. The bulk of materials will likely be Lean Clays (CL). Lesser amounts of sand could be encountered in the deeper foundation. There is streamflow in the channel.
5. Information of primary interest needed from this investigation is (a) the description and identification (classification) of materials; (b) the contacts between geologic formations; (c) the locations of soft foundation materials; (d) depths to very moist and wet materials; and (e) location of the ground-water table.

Boreholes will be required along the dam's centerline, in the emergency spillway area, and in the proposed borrow areas. The approximate locations of borings along centerline shall be at station 3+40, 5+25, 6+50, 7+40, 8+10, 9+10, 10+50, 12+50, and 14+75. Cone penetrometer tests shall be performed adjacent to the boreholes near stations 6+50, 7+40, and 8+10. The need for additional borings, cone tests, or for undisturbed samples shall be determined in consultation with SCS personnel after the prescribed drilling and cone testing are completed.

The primary borrow area is the conservation pool below elevation 1122.0'. The alternate borrow area is the flood pool below elevation 1132.7'. The number of borings will be sufficient to delineate materials, establish very moist and wet depths, and provide quantities of suitable materials according to the specifications. When computing borrow quantities, the area approximately 100' wide voided by the channel and meanders shall be excluded.

6. The estimated items and quantities of work include 15 to 20 drill holes ranging 15' to 45' in depth, 3 cone penetrometer holes ranging 35' to 45' in depth, and 6 large bag samples for compaction tests along with small bag samples for index and moisture tests. Whether undisturbed samples are obtained shall be determined in consultation with SCS personnel after the prescribed drilling and core testing are completed.
7. Bench mark elevations and locations for use in instrumenting the test holes are:

TBM#1, elevation 1136.17'. Rebar at E of structure station 4+50.

TBM#2, elevation 1112.79'. Rebar at E of structure station 7+00.

TBM#3, elevation 1118.47'. Rebar at P.I. station 10+51.71, E of structure.

TBM#4, elevation 1140.32'. Rebar at E of structure station 15+80.

8. Preliminary structure data:

Top of Dam, Elevation	1,136.0 ft.
Emergency Spillway	
Crest Elevation	1,132.7 ft.
Bottom Width	100.0 ft.
Principal Spillway, Crest Elevation	1,122.0 ft.
Maximum Height of Dam	33.0 ft.
Volume of Fill	50,000.0 (±) cu. yds.
Drainage Area	2.1 sq. mi.
Hazard Class	"a"

PROFESSIONAL SERVICES CONTRACT
GEOLOGIC INVESTIGATION

Explanatory Notes

Site 9-5
Tekamah-Mud Creeks Watershed
Burt County, Nebraska

1. Site 9-5 is located in the SW1/4, Section 14, T21N, R10E, placing it approximately 2 miles west and 1/2 mile north of Tekamah, Nebraska.
2. Permission to enter the site and access routes will be obtained and identified by the Papio-Missouri River Natural Resources District of Omaha, Nebraska.
3. The site is in cultivated field except for trees and brush near the channel. Care shall be taken to do a minimum of crop and land damage.
4. Modern and Recent age alluviums occur near the channel with Peoria loess in the abutments. Older Pleistocene formations such as Loveland, Sappa, and Kansan glacial till are expected in the subsurface. The bulk of materials of these formations will likely be Lean Clays (CL) and Clayey Silts (ML/CL). Lesser amounts of sands could be encountered in the deeper foundation. There was no water flow in the channel during September 1989.
5. Information of primary interest needed from this investigation is (a) the description and identification (classification) of materials; (b) the contacts between geologic formations; (c) the locations of soft foundation materials; (d) depths to very moist and wet materials; and (e) location of the ground-water table.

Boreholes will be required along the dam's centerline, in the emergency spillway areas, and in the proposed borrow areas. The approximate locations of borings along centerline shall be at stations 2+15, 3+35, 4+50, 5+00, 5+75, 7+00, and 9+00. Cone penetrometer tests shall be performed adjacent to the boreholes near stations 4+50, 5+00, and 5+75. The need for additional holes in the upstream and downstream foundation areas and for undisturbed samples shall be determined in consultation with SCS personnel after the prescribed drilling and cone testing are completed.

The primary borrow area includes the conservation and flood pools below elevation 1196.5'. The alternate borrow areas are on the north and west slopes below elevation 1204'. When computing quantities available, the area voided by the channels shall be disregarded.

6. Estimated items and quantities of work include 14 drill holes ranging 15' to 50' in depth, 3 cone penetrometer holes ranging 25' to 35' in depth, and 5 large bag samples along with small bag samples for index and moisture tests. Whether undisturbed samples are obtained shall be determined in consultation with SCS personnel after the prescribed drilling and cone testing are completed.
7. Bench mark elevations and locations for use in instrumenting the test holes are:

TBM#2, elevation 1197.60'. Top of double nails in black post of property line fence approximately 120' east (downstream) of station 2+00.

TBM#3, elevation 1207.05'. Top of 2"x2" hub in property line fence at station 2+00.

TBM#4, elevation 1179.64'. Top of 2"x2" hub at of structure sta. 4+67.

8. Preliminary structure data:

Top of Dam, Elevation	1,200.0 ft.
Emergency Spillway	
Crest Elevation	1,196.5 ft.
Bottom Width	35.0 ft.
Principal Spillway, Crest Elevation	1,192.0 ft.
Maximum Height of Dam	29.0 ft.
Volume of Fill	28,000 cu. yds.
Drainage Area	0.42 sq. mi.
Hazard Class	"a"

PROFESSIONAL SERVICES CONTRACT
GEOLOGIC INVESTIGATION

Explanatory Notes

Site 42-A
Tekamah-Mud Creeks Watershed
Burt County, Nebraska

1. This site is located in the NW1/4, Section 16, T21N, R10E, placing it approximately 4 miles west and 1 mile north of Tekamah, Nebraska.
2. Permission to enter the site will be obtained and access routes identified by the Papio-Missouri River Natural Resources District of Omaha, Nebraska.
3. The site is in cultivated field east of the channel and in pasture west of channel. Brush and trees occur along the channel.
4. The geology expected within the floodplain and terraces of the valley flat is Modern and Recent alluviums over Pleistocene formations such as Peoria, Loveland, Grafton, and Sappa. Sand deposits and (Kansan) glacial till are expected at depths. Glacial till and sand possibly overlain by loess, are expected in the abutments and emergency spillway areas.

The bulk of the materials forming the above deposits are expected to be Lean Clays (CL) and Sandy Lean Clays (CL with sand) of varying plasticities. Sand deposits will likely be silty sands (SM and SP-SM) and clean sands (SP).

In September, 1989, the channel flow was about 200 g.p.m.

5. Test drilling is required along the centerline of the dam, along the centerline of any proposed principal spillway alignment, in the foundation area upstream and downstream from the centerline as necessary, in the borrow areas, and in the proposed emergency spillway areas.

The preliminary locations for the principal spillway are 90 degrees to centerline of dam station 11+35 (\pm) and 12+00 (\pm). The emergency spillway shall be investigated on both hills with outside cuts near centerline of dam stations 1+70 and 14+10.

The primary borrow area is the floodplain and terraces within the conservation pool below elevation 1190.5'. When computing quantities of borrow materials available in this area, disregard a strip of land the width of the channel's meander belt, which appears to be about 125' (\pm) wide.

The alternate borrow area is the valley slope and terraces upstream from the east (left) abutment below floodpool elevation at 1203'..

6. There are at least two conditions existing at this site that will require special consideration and thorough investigation. These include:
 - (a) Mass movements in the form of landslides and creep occurring on the west abutment. This appears to be associated with glacial till and sand, and possibly high ground water.
 - (b) The likelihood that highly erodible sand occurs near the crest elevation of the emergency spillway on one or both of the hillslopes.

Sufficient investigation shall be done to determine conditions and to ascertain likely causes of the slope movements. Locations of slides, major surficial cracks, and formation contacts shall be mapped. Structure-contour maps shall be developed as needed to illustrate the configuration and locations of specific deposits in the subsurface.

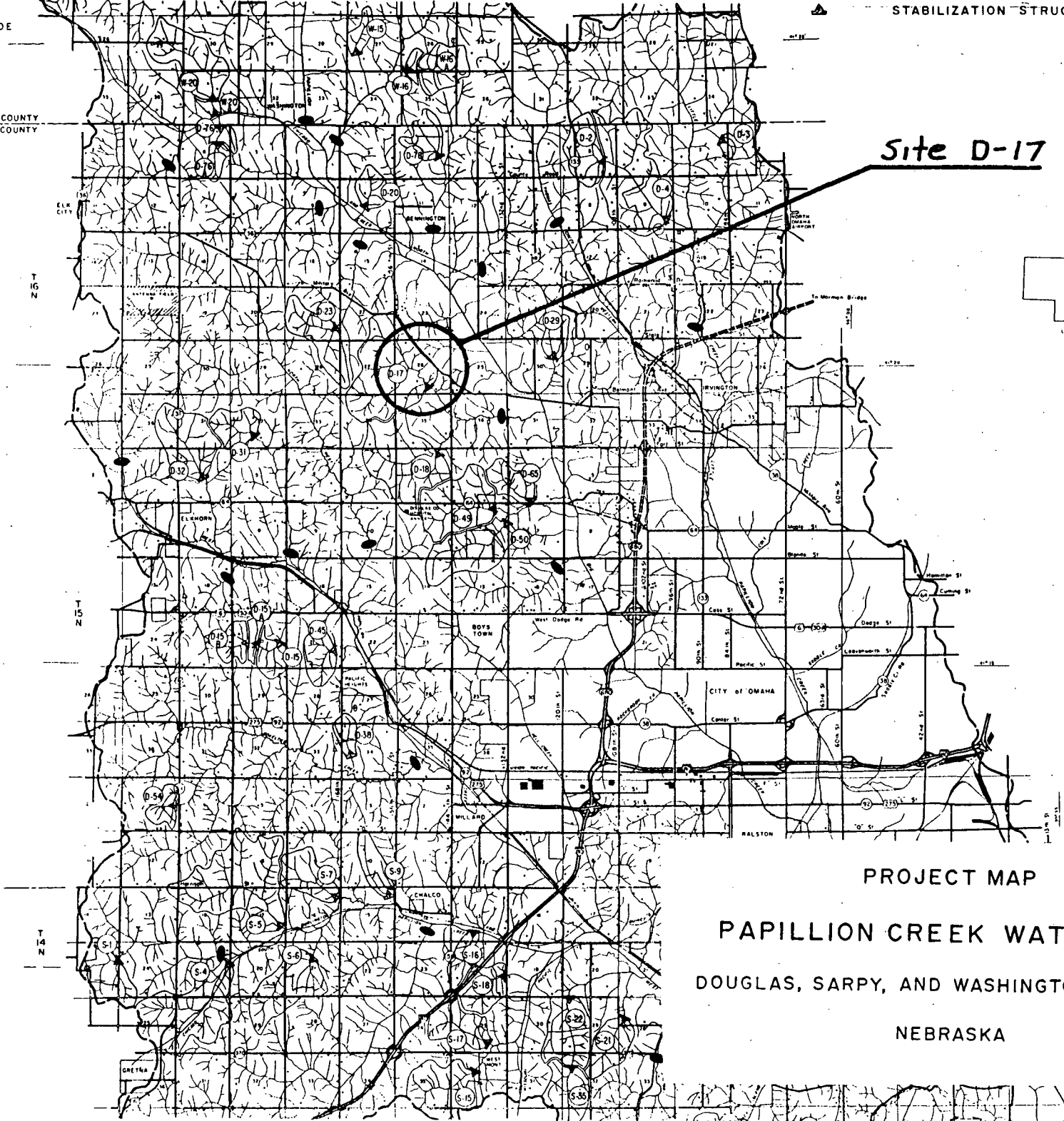
7. Estimated items and quantities of work include 50 to 80 drill holes ranging 15' to 65' in depth, 5 to 10 cone penetrometer holes ranging 20' to 60' in depth, continuous Standard Penetration Tests in 1 to 3 holes with approximately 50' of tests, 12 to 20 undisturbed samples in approximately 7 holes, and 15 large bag samples along with numerous small bag samples for index and moisture tests. The large range in estimated number of drill holes and other work results from uncertainties as to the amount of investigation needed to satisfy the items discussed in paragraph 6 above.
8. Bench mark elevations and locations for use in instrumenting the test holes are:
 - TBM#2, elevation 1215.38'. Top of double spike in second (east) brace post on east-west property line fence approximately 290' upstream from E station 2+70.
 - TBM#3, elevation 1210.01'. Top of corner post 135' (\pm) southeast of E station 3+00 (approximately 120' south along fence at E station 2+34).
 - TBM#4, elevation 1175.12'. Top of 2"x2" hub at E station 10+90.
 - TBM#5, elevation 1207.22'. Top of 2"x2" hub at E station 13+02.

9. Preliminary structure data:

Top of Dam, Elevation	1,208.5 ft.
Emergency Spillway	
Crest Elevation	1,203.0 ft.
Bottom Width	80.0 ft.
Principal Spillway, Elevation	1,190.5 ft.
Maximum Height of Dam	44.0 ft.
Volume of Fill	122,000 cu. yds.
Drainage Area	2.34 sq. mi.
Hazard Class	"b"

WASHINGTON COUNTY
DOUGLAS COUNTY

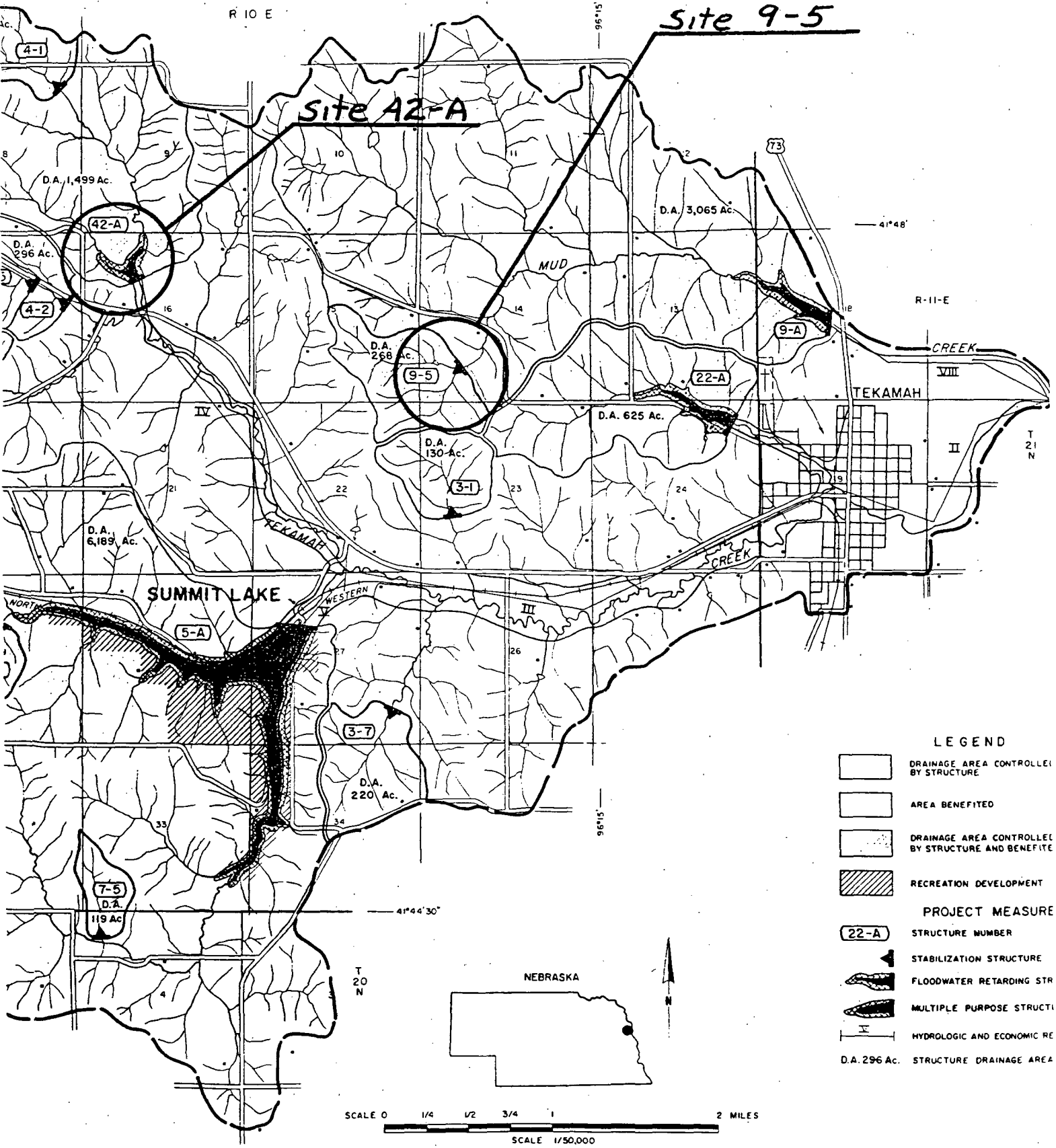
Site D-17












PROJECT MAP

PAPILLION CREEK WATERSHED
DOUGLAS, SARPY, AND WASHINGTON COUNTIES
NEBRASKA

PROJECT MAP TEKAMAH-MUD CREEK WATERSHED BURT COUNTY, NEBRASKA



LEGEND

-  DRAINAGE AREA CONTROLLED BY STRUCTURE
-  AREA BENEFITED
-  DRAINAGE AREA CONTROLLED BY STRUCTURE AND BENEFIT
-  RECREATION DEVELOPMENT
- PROJECT MEASURE**
-  STRUCTURE NUMBER
-  STABILIZATION STRUCTURE
-  FLOODWATER RETARDING STR
-  MULTIPLE PURPOSE STRUCTURE
-  HYDROLOGIC AND ECONOMIC RE
- D.A. 296 Ac. STRUCTURE DRAINAGE AREA

SCALE 0 1/4 1/2 3/4 1 2 MILES

SCALE 1/50,000

(LAMBERT CONFORMAL CONIC PROJECTION)