

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   7	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 13-Jan-2023		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) 404465	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH, BLDG. 1202 SEATTLE WA 98134-2388		CODE W912DW		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DW23B0005	
				X		9B. DATED (SEE ITEM 11) 29-Nov-2022	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Please review summary of change for Amendment 0005							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  13-Jan-2023	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE (SF 30)

The following have been added by full text:

SUMMARY OF CHANGES AMEN 0005

Summary of changes in Amendment no. 5 (R0005)

1. 00 11 00 BID SCHEDULE

Changes: Revised CLIN 0002, CLIN 0009, and CLIN 0019. Added CLIN 0002.5, CLIN 0009.5 and CLIN 0019.5. Revised note 1 and added note 11.

2. 01 22 00.00 10 MEASUREMENT AND PAYMENT

Changes: Revised Item (CLIN) 0002, Item (CLIN) 0009, and Item (CLIN) 0019. Added Item (CLIN) 0002.5, Item (CLIN) 0009.5 and Item (CLIN) 0019.5.

BASE CLINS (0001-0007) <u>Sportsman Island Channel &amp; Associated Structures + Newland Pond Fill Sites 1, 4, 5 and 6</u>					
CLIN NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization & demobilization	1	JOB	N/A	\$ _____
0002	Construction, deconstruction, and area restoration of staging areas and access roads, and restoration of other disturbed areas, seeding, and permanent erosion control at all work areas.	1	JOB	N/A	\$ _____
0002.5	All site work associated with clearing of vegetation and LWD placement. See Note 11	61	AC		\$ _____
0003	All site work at Sportsman Park associated with large wood structures	1	JOB	N/A	\$ _____
0004	All site work at Sportsman Park including channels, berms, and upstream groin removals				NSP
0004AA	Excavation (all work for excavation up to and including 110,600 CY)	110,600	CY		\$ _____
0004AB	Excavation (all work for excavation up to and including 11,000 CY)	11,000	CY		\$ _____
0004AC	Berm and groin onsite fill placement and compaction (up to and including 18,400 CY)	18,400	CY		\$ _____
0004AD	Berm and groin onsite fill placement and compaction (up to and including 1,800 CY)	1,800	CY		\$ _____
0005	Hauling and all work to place material in Newland Pond Fill Sites 1,4, 5 and 6				NSP
0005AA	Onsite disposal, fill placement and compaction (up to and including 92,200 CY)	92,200	CY		\$ _____
0005AB	Onsite disposal, fill placement and compaction (up to and including 9,200 CY)	9,200	CY		\$ _____
0006	All work for O&M manuals as specified in Section 01 78 23 OPERATIONS AND MAINTENANCE MANUALS from preparation to final approval	1	JOB	N/A	\$20,000
0007	All work for As-Built drawings as specified in Section 01 78 00 CLOSEOUT SUBMITTALS from preparation to final approval	1	JOB	N/A	\$10,000

**TOTAL ALL BASE CLINS 0001-0007** \$ \_\_\_\_\_

OPTIONAL ITEMS #1 CLINS (0008-0017)					
<u>Blue Slough Reconfiguration &amp; Headgate + KOA Levee &amp; Knob Degrade + Temporary staging area placement of fill material</u>					
CLIN NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	AMOUNT
0008	Mobilization & demobilization	1	JOB	N/A	\$ _____
0009	Construction, deconstruction, and area restoration of staging areas and access roads and restoration of other disturbed areas, seeding, and permanent erosion control at all work areas.	1	JOB	N/A	\$ _____
0009.5	All work associated with clearing of vegetation and LWD placement. See Note 11	61	AC		\$ _____
0010	Blue Slough Headwall and Headgate design (see note 5)	1	JOB	N/A	\$ _____
0011	All work associated with the construction of the Blue Slough Culvert and Headgate replacement	1	JOB	N/A	\$ _____
0012	All site work associated with Blue Slough Channel realignments				NSP
0012AA	Excavation (up to and including 7,000 CY)	7,000	CY		\$ _____
0012AB	Excavation (up to and including 700 CY)	700	CY		\$ _____
0013	All site work associated with Blue Slough Channel plantings and drainage structures	1	JOB	N/A	\$ _____
0014	All site work associated with the KOA Levee and KOA Knob degrades				NSP
0014AA	Excavation (up to and including 45,000 CY)	45,000	CY		\$ _____
0014AB	Excavation (up to and including 4,500 CY)	4,500	CY		\$ _____
0015	Hauling and all work to temporarily stockpile fill material in staging area(s)				NSP
0015AA	Onsite disposal in staging area #3 (up to and including 52,000 CY)	52,000	CY		\$ _____
0015AB	Onsite disposal in staging area #3 (up to and including 5,200 CY)	5,200	CY		\$ _____
0016	All work for O&M manuals as specified in Section 01 78 23 OPERATIONS AND MAINTENANCE MANUALS from preparation to final approval	1	JOB	N/A	\$20,000
0017	All work for As-Built drawings as specified in Section 01 78 00 CLOSEOUT SUBMITTALS from preparation to final approval	1	JOB	N/A	\$10,000

**TOTAL ALL OPTIONAL ITEMS #1 (CLINS 0008-0017)** \$ \_\_\_\_\_

OPTIONAL ITEMS #2 (CLINS 0018-0025) – DID #1 Removal + Building Blue Slough Levee + SR-24 Cross Dike Removal + Newland Pond Cut Sites 1-14 and Fill Sites 2,3 and 7					
CLIN NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	AMOUNT
0018	Mobilization & demobilization	1	JOB	N/A	\$ _____
0019	Construction, deconstruction, and area restoration of staging areas and access roads, and restoration of other disturbed areas, seeding, and permanent erosion control at all work areas	1	JOB	N/A	\$ _____
0019.5	All work associated with clearing of vegetation and LWD placement. See Note 11	144	AC		
0020	All site work associate with DID #1 Levee removal, SR-24 Cross Dike degrade, and SR-24 grade control sill, including on-site borrow of riprap.				NSP
0020AA	Excavation (up to and including 145,000 CY)	145,000	CY		\$ _____
0020AB	Excavation(up to and including 14,500 CY)	14,500	CY		\$ _____
0020AC	Onsite borrowed Class V riprap placement(up to and including 10,000 CY)	10,000	CY		\$ _____
0020AD	Class V riprap import and placement to supplement onsite borrow (up to and including 5,000 CY)	5,000	CY		\$ _____
0021	All site work associate with building the Blue Slough Levee and Backwater Extension including on-site borrow and levee embankment material processing	1	JOB	N/A	\$ _____
0022	Floodplain grading of the Newland Pond Cut Sites 1-14				NSP
0022AA	Excavation (up to and including 76,000 CY)	76,000	CY		\$ _____
0022AB	Excavation (up to and including 7,600 CY)	7,600	CY		\$ _____
0023	Hauling and all work to place material at Fill Sites 2, 3 and 7, including placement of material stockpiled in staging area 3				NSP
0023AA	Onsite disposal, fill placement and compaction (up to and including 252,000)	252,000	CY		\$ _____
0023AB	Onsite disposal, fill placement and compaction (up to and including 25,000)	25,000	CY		\$ _____

0024	All work for O&M manuals as specified in Section 01 78 23 OPERATIONS AND MAINTENANCE MANUALS from preparation to final approval	1	JOB	N/A	\$20,000
0025	All work for As-Built drawings as specified in Section 01 78 00 CLOSEOUT SUBMITTALS from preparation to final approval	1	JOB	N/A	\$10,000

**TOTAL ALL OPTIONAL ITEMS #2 (CLINS 0018-0025)** \$ \_\_\_\_\_

**TOTAL ALL BASE CLINS 0001-0007** \$ \_\_\_\_\_

**TOTAL ALL OPTIONAL ITEMS #1 (CLINS 0008-0017)** \$ \_\_\_\_\_

**TOTAL ALL OPTIONAL ITEMS #2 (CLINS 0018-0025)** \$ \_\_\_\_\_

**TOTAL ALL ITEMS (CLINS 0001-0025)** \$ \_\_\_\_\_

**NOTES:**

- 1) CY = Cubic Yards, **AC = ACRES.**
- 2) Quantities are estimated except where shown as "JOB." Bids shall not be submitted for quantities less than those specified for each line item.
- 3) To better facilitate the receipt and proposal process, all proposals shall be submitted on copies of the latest Bid Schedule as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to line items, all Bidders should state their revised prices for each item.
- 4) Bidders must insert a price on all entry amount lines of numbered items of the Bid Schedule. Failure to do so will result in the offer being unacceptable.
- 5) The dollar amount established in the O&M Manual and As-Built Drawings CLINS shall not be revised by Bidders.
- 6) Award of optional items will be made in accordance with clause 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM.
- 7) The design of the Blue Slough headwall and headgate applies only if the Optional Items #1 CLINS are exercised. Design work can't begin until the either the full Option or CLIN 0010 is exercised.
- 8) Subject to DFARS 252.236-7004, Payment for Mobilization and Demobilization.
- 9) Subject to FAR 52.211-18, Variation in Estimated Quantities.
- 10) Subject to AFARS 5152.211-9001, Variation in Estimated Quantities – Subline Items (CLINS 0004,0005,0012,0014,0015,0020,0022, and 0023)
- 11) **CLINs 0002.5, 0009.5, and 0019.5 include, where required, felling trees with attached rootwads and branches, clearing and grubbing, decking, transport, and final placement of LWD and cleared vegetation as indicated on drawings. Given quantities for these CLINs represent dry planar areas of footprint within which clearing may be required, including portions of footprint where trees or other vegetation shall remain in place. Placement of earthen and inert fill in Newlands Ponds is covered by other CLINs.**

**END BID SCHEDULE**

(End of Summary of Changes)

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MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL INFORMATION

Payment items for the work of this Contract for which payments will be made are listed in the bid schedule and described below. The Contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the items in accordance with these specifications and the applicable drawings, including surveying performed by the Contractor. The Contractor shall be responsible for transporting and disposal of all construction waste off-site.

All costs for items of work, which are not specifically mentioned to be included in a particular payment item, shall be included in the listed job item most closely associated with the work involved. Work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work. No payment will be made for repair of damage resulting from Contractor operations.

1.2 MEASUREMENT GUIDELINES

1.2.1 Job Items

Items measured as a "job" will be measured for payment as a complete job in the locations indicated. Unless the payment item paragraph makes a specific exception of any item, incidental items will not be measured under any other item even though there is another listing for the work or material.

1.3 BASE ITEMS

1.3.1 Item #0001

Payment will be made at the contract job price for Item #0001: All work for mobilization & demobilization. Payment shall constitute full compensation for this item, complete.

1.3.2 Item #0002

Payment will be made at the contract job price for Item #0002: All work for construction, deconstruction, and area restoration of staging areas and access roads, and restoration of other disturbed areas, seeding, and permanent erosion control at all work areas. Payment shall constitute full compensation for this item, complete.

1.3.3 Item #0002.5

Payment will be made at the contract job price for Item #0002.5: All work associated with clearing of vegetation and LWD placement (up to and including 61 ACRES). Payment shall constitute full compensation for this

item, complete.

1.3.4 Item #0003

Payment will be made at the contract job price for Item #0003: All work for all site work at Sportsman Park associated with large wood structures. Payment shall constitute full compensation for this item, complete.

1.3.5 Item #0004

Payment will be made at the contract unit price per cubic yard (CY) for Item #0004: All work for all site work at Sportsman Park including channels, berms, and upstream groin removals. Payment shall constitute full compensation for this item, complete.

1.3.5.1 Item #0004AA

All work for excavation (up to and including 110,600 CY).

1.3.5.2 Item #0004AB

All work for excavation (up to and including 11,000 CY).

1.3.5.3 Item #0004AC

All work for Berm and groin onsite fill placement and compaction (up to and including 18,400 CY).

1.3.5.4 Item #0004AD

All work for Berm and groin onsite fill placement and compaction (up to and including 1,800 CY).

1.3.6 Item #0005

Payment will be made at the contract unit price per cubic yard (CY) for Item #0005: All work for Hauling and all work to place material in Newland Pond Fill Sites 1,4, 5 and 6. Payment shall constitute full compensation for this item, complete.

1.3.6.1 Item #0005AA

All work for onsite disposal, fill placement and compaction (up to and including 92,200 CY).

1.3.6.2 Item #0005AB

All work for onsite disposal, fill placement and compaction (up to and including 9,200 CY).

1.3.7 Item #0006

Payment will be made at the contract job price for Item #0006: All work for O&M Manuals as specified in Section 01 78 23 OPERATIONS AND MAINTENANCE DATA from preparation to final approval. Payment shall constitute full compensation for this item, complete.

1.3.8 Item #0007

Payment will be made at the contract job price for Item #0007: All work for As-Built Drawings as specified in Section 01 78 00 CLOSEOUT SUBMITTALS from preparation to final approval. Payment shall constitute full compensation for this item, complete.

1.4 OPTIONAL ITEMS

1.4.1 OPTIONAL ITEMS #1 - Blue Slough Reconfiguration & Headgate + KOA Levee & Knob Degrade + Temporary staging area placement of fill material

1.4.1.1 Item #0008

Payment will be made at the Contract job price for Item #0008: All work for Mobilization & demobilization. Payment shall constitute full compensation for this item, complete.

1.4.1.2 Item #0009

Payment will be made at the Contract job price for Item #0009: All work for construction, deconstruction, and area restoration of staging areas and access roads, and restoration of other disturbed areas, seeding, and permanent erosion control at all work areas. Payment shall constitute full compensation for this item, complete.

1.4.1.3 Item #0009.5

Payment will be made at the contract job price for Item #0009.5: All work associated with clearing of vegetation and LWD placement (up to and including 12 ACRES). Payment shall constitute full compensation for this item, complete.

1.4.1.4 Item #0010

Payment will be made at the Contract job price for Item #0010: All work for Blue Slough Headwall and Headgate design. Payment shall constitute full compensation for this item, complete.

1.4.1.5 Item #0011

Payment will be made at the Contract job price for Item #0011: All work work for all site work associated with the construction of the Blue Slough Culvert and Headgate replacement. Payment shall constitute full compensation for this item, complete.

1.4.1.6 Item #0012

Payment will be made at the unit price per cubic yard (CY) for Item #0012: All work for all site work associated with Blue Slough Channel realignment. Payment shall constitute full compensation for this item, complete.

1.4.1.6.1 Item #0012AA

All work for excavation (up to and including 7,000 CY).

1.4.1.6.2 Item #0012AB

All work for excavation (up to and including 700 CY).

1.4.1.7 Item #0013

Payment will be made at the Contract job price for Item #0013: All work for all site work associated with Blue Slough Channel plantings and drainage structures. Payment shall constitute full compensation for this item, complete.

1.4.1.8 Item #0014

Payment will be made at the unit price per cubic yard (CY) for Item #0014: All work for all site work associated with the KOA Levee and KOA Nob degradates. Payment shall constitute full compensation for this item, complete.

1.4.1.8.1 Item #0014AA

All work for excavation (up to and including 45,000 CY).

1.4.1.8.2 Item #0014AB

All work for excavation (up to and including 4,500 CY).

1.4.1.9 Item #0015

Payment will be made at the unit price per cubic yard (CY) for Item #0015: All work hauling and all work to temporarily stockpile fill material in staging area(s). Payment shall constitute full compensation for this item, complete.

1.4.1.9.1 Item #0015AA

All work for onsite disposal in staging area #3 (up to and including 52,000 CY).

1.4.1.9.2 Item #0015AB

All work for onsite disposal in staging area #3 (up to and including 5,200 CY).

1.4.1.10 Item #0016

Payment will be made at the contract job price for Item #0016: All work for O&M Manuals as specified in Section 01 78 23 OPERATIONS AND MAINTENANCE DATA from preparation to final approval. Payment shall constitute full compensation for this item, complete.

1.4.1.11 Item #0017

Payment will be made at the contract job price for Item #0017: All work for As-Built Drawings as specified in Section 01 78 00 CLOSEOUT SUBMITTALS from preparation to final approval. Payment shall constitute full compensation for this item, complete.

1.4.2 OPTIONAL ITEMS #2 - DID #1 Removal + Building Blue Slough Levee + SR-24 Cross Dike Removal + Newland Pond Cut Sites 1-14 and Fill Sites 2,3 and 7

1.4.2.1 Item #0018

Payment will be made at the Contract job price for Item #0018: All work for Mobilization & demobilization. Payment shall constitute full compensation for this item, complete.

1.4.2.2 Item #0019

Payment will be made at the Contract job price for Item #0019: All work for construction, deconstruction, and area restoration of staging areas and access roads, and restoration of other disturbed areas, seeding, and permanent erosion control at all work areas. Payment shall constitute full compensation for this item, complete.

1.4.2.3 Item #0019.5

Payment will be made at the contract job price for Item #0019.5: All work associated with clearing of vegetation and LWD placement (up to and including 144 ACRES). Payment shall constitute full compensation for this item, complete.

1.4.2.4 Item #0020

Payment will be made at the unit price per cubic yard (CY) for Item #0020: All work for all site work associate with DID #1 Levee removal, SR-24 Cross Dike degrade, and SR-24 grade control sill, including on-site borrow of riprap. Payment shall constitute full compensation for this item, complete.

1.4.2.4.1 Item #0020AA

All work for excavation (up to and including 145,000 CY).

1.4.2.4.2 Item #0020AB

All work for excavation (up to and including 14,500 CY).

1.4.2.4.3 Item #0020AC

All work for onsite borrowed Class V riprap placement (up to and including 10,000 CY).

1.4.2.4.4 Item #0020AD

All work for class V riprap import and placement to supplement onsite borrow (up to and including 5,000 CY).

1.4.2.5 Item #0021

Payment will be made at the Contract job price for Item #0021: All work for site work associate with building the Blue Slough Levee and Backwater Extension including on-site borrow and levee embankment material processing. Payment shall constitute full compensation for this item, complete.

Item #0022

Payment will be made at the unit price per cubic yard (CY) for Item #0022:  
All work for floodplain grading of the Newland Pond Cut Sites 1-14.  
Payment shall constitute full compensation for this item, complete.

1.4.2.6 Item #0022AA

All work for excavation (up to and including 76,000 CY).

1.4.2.7 Item #0022AB

All work for excavation (up to and including 7,600 CY).

1.4.2.8 Item #0023

Payment will be made at the unit price per cubic yard (CY) for Item #0023:  
All work for hauling and all work to place material at Fill Sites 2, 3 and 7, including placement of material stockpiled in staging area 3. Payment shall constitute full compensation for this item, complete.

1.4.2.8.1 Item #0023AA

All work for onsite disposal, fill placement and compaction (up to and including 252,000 CY).

1.4.2.8.2 Item #0023AB

All work for onsite disposal, fill placement and compaction (up to and including 25,000 CY).

1.4.2.9 Item #0024

Payment will be made at the contract job price for Item #0024: All work for O&M Manuals as specified in Section 01 78 23 OPERATIONS AND MAINTENANCE DATA from preparation to final approval. Payment shall constitute full compensation for this item, complete.

1.4.2.10 Item #0025

Payment will be made at the contract job price for Item #0025: All work for As-Built Drawings as specified in Section 01 78 00 CLOSEOUT SUBMITTALS from preparation to final approval. Payment shall constitute full compensation for this item, complete.

1.5 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

When submitting payment requests, complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer (provided in RMS). The completed form shall then become the cover document to which all other support data shall be attached.

One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

Submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on-site staff for each week.

#### 1.6 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS

##### 1.6.1 Contractor POC

Within 14 days after award of the Contract, designate a point of contact (POC) within their organization who will be responsible for the Construction Wage Rate Requirements Labor Program for the Contractor and all subcontractors under this contract as required by the Contract Clauses and FAR 52.222.

##### 1.6.2 Responsibilities

The designated Contractor POC shall be responsible for Construction Wage Rate Requirements Labor Program activities including, but not limited to:

- a. Documentation and record keeping;
- b. Submittal and accuracy of certified payrolls;
- c. Submittal of required labor forms including requests for additional classifications and rates, Statements and Acknowledgement, etc.;
- d. Posting of the wage determination, approved additional classifications and rates, labor and EEO posters;
- e. Coordination with the Contracting Officer's Labor Program POC.

Prior to submittal to the Government, payrolls shall be reviewed for compliance to all applicable labor standards, to include, but not be limited to the following items: correct wage rates, correct overtime classification and pay, misclassification of workers for work actually performed, apprentice to journeyman ratios, and registration of apprentice. Corrective actions shall be taken as necessary to ensure Contractor compliance with applicable contract and FAR clauses.

##### 1.6.3 Certification

The Contractor POC shall provide a signed certification stating the following: "I certify that the submitted items being forwarded have been reviewed in detail and are correct and in strict conformance with the Labor Standards of the contract except as otherwise stated."

#### 1.7 PROPOSED PROJECT MODIFICATIONS

Price proposals for contract modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall

be included in the proposals and separately identified. The current threshold for requiring cost or pricing data is \$700,000 but is subject to change. (See FAR 15.403 (a) (1) iii.) Any modification proposal that exceeds the cost and pricing data threshold shall meet the requirements of FAR 15.403. (See instructions for Change Orders/Modification and Claims in Table 15-2 of FAR 15.408.)

#### 1.8 ELECTRONIC SOFTWARE SYSTEM FOR SUBMITTING CERTIFIED LABOR PAYROLLS AND RECORDS

The Contractor is required to use a commercially available software system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing, and submitting certified labor payrolls are established by the requirements as stated in FAR 52.222-8 PAYROLLS AND BASIC RECORDS, and FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS.

Provide all access, licenses, and other services required for the receipt, processing, certifying, and electronically transmitting payrolls to the Government, and storing weekly payroll and other data required to comply with Construction Wage Rate Requirements and related regulations. The payroll software system shall be capable of preserving submitted payroll documents and related records for a minimum of three years after contract completion. Provide system access to the Government for the duration of this construction contract. Government access shall include online review by the Government's contract administration office of all electronic payroll records of the Contractor.

The payroll processing software system shall also meet the following functional criteria. It shall:

- a. Be compliant with appropriate Construction Wage Rate Requirement payroll provisions in applicable Federal Acquisition Regulations,
- b. Be able to accommodate the required number of employees and subcontractors employed under the contract,
- c. Be capable of producing an MS Excel compatible spreadsheet to be uploaded into the Quality Control System (QCS), which in turn shall exported to the Resident Management System (RMS),
- d. Provide demonstrated security of data storage, data entry, and data access rights,
- e. Be able to produce Contractor certified electronic versions of weekly payroll data,
- f. Be able to identify erroneous entries and track data/time of all versions of the Construction Wage Rate certified payrolls submitted to the Government over the life of the contract, and
- g. Be capable of generating a durable record copy; that is, a CD or DVD of records in PDF format from the system database. This durable record copy shall be provided to the Government during contract closeout.

All incurred costs related to the provision and use of an electronic payroll processing system shall be included in the price for the work under the contract. All costs for providing and using the electronic payroll processing system and services shall not be a separately billed or



reimbursed item under the contract.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --