



**ENVIRONMENTAL RESTORATION, LLC**



**USEPA REGION 8**  
***Request for Proposal G8-15***  
***Portal Opening and Support***  
***Due Date August 08, 2014***

**Request for Proposal**  
**RFP# G8-15-001**

**Gold King Mine**  
**Cement Creek Mining District, Silverton, Colorado**

**For**

**United States Environmental Protection Agency Region VIII**  
**Emergency and Rapid Response Services Contract**  
**Task Order # 002**

**July 29, 2014**



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**Attachments as listed below:**

Attachment A	Upper Gold King Temporary Access Support Guidelines and Proposal Acknowledgment
Attachment B	Schedule of Pricing & Optional Pricing Page
Attachment C	ERRS Flow Downs & Representations & Certifications
Attachment D	Wage Determinations (DBA & SCA)



## **1.0 General Scope of Work**

The U.S. Environmental Protection Agency (EPA) has tasked Environmental Remediation, LLC (ER) of ERRS Region 8 Contract Number EPS81302, to procure and manage the reopening and ground support construction at the Upper Gold King Mine – 7 Level adit in San Juan County near Silverton, Colorado.

The successful bidder / subcontractor shall mobilize all labor, material, equipment, and supplies necessary to perform as directed by ER/LLC/EPA and in compliance with the attached Gold King Mine Temporary Access Support Guidelines (██████████).

Environmental Remediation LLC shall award a performance Subcontract as a result of this solicitation. The successful bidder will be selected based on demonstrated experience with similar construction, ability to commence and complete work by September 30 2014, and cost.

### **1.1 Site Background**

The Upper Gold King Mine – 7 Level portal is located at elevation 11,450 feet on the north side of the North Fork Cement Creek, approximately eight miles north of Silverton, Colorado. The adit portal and a portion of the tunnel collapsed. A safety closure and pipe were installed by the Department of Reclamation and Mine Safety (DRMS). The adit flows at approximately 50 to 100 gpm. It is necessary to reopen the Gold King Mine – 7 Level and provide access for EPA and DRMS to assess the sources of inflow and quality of water within the mine.

According to a former miner, typical tunnel dimensions are 10 feet wide and 10 feet tall. At the time when the mine was worked in early 1990's, there was minimal ground support in the first 100 feet in from the portal. Reportedly, the next 600 foot section of the adit is bald (no support) until a collapse is reached at 700 feet. The adit was driven around the collapse. Further conditions are unknown. Current ground conditions may not be consistent with the above information.

The attached Gold King Mine Temporary Access Support Guidelines provide specifications for construction using materials available from the site owner and are based on limited historical knowledge. The complete scope of work to be performed is unknown and therefore ER/LLC is soliciting for time and materials rates.

## **2.0 Description of Work**

The work includes mobilizing and demobilizing surface and underground equipment and materials to establish operations. Underground work tasks include providing Health & Safety, establishing necessary ventilation, temporary utilities and safe travel way in the underground workings; cleaning scaling and preparing the portal area; controlling mine water flow and providing any devices necessary to surface in delivering material to and from work areas.

The blockage in the adit must be removed in a manner to prevent a surge of impounded mine water from being released. Specifically, water impounded behind the blockage must be drawn down in a controlled manner as the blockage is removed. In addition, the flow from the adit must be directed into the existing channel or other conveyance provided by ER/LLC.



ER will conduct operations in oversight management of surface and underground work activities to include construction & maintenance of repository, retention pond & water treatment, access road maintenance, office trailer, utilities to trailer and portable toilets.

The Scope of Work for the project includes; providing Health & Safety, payment and performance bonds, participation in meetings as needed, obtaining all required licenses and permits (local, state, federal, other) mobilization, structural installation, technical oversight, structural operations and demobilization.

ER shall require the Subcontractor to provide all necessary labor, equipment, material, supplies, disposal and testing to perform the work as described in the attached guidelines and as necessary to complete the performance requirements specified for all phases of work.

The Subcontractor shall dispose of all generated waste material(s) (i.e. water, muck, rock, etc.) as a result of construction from this site to the surface retention pond and repository. If waste material (mentioned above) is to be shipped off site ER will provide this task in compliance with EPA's CERCLA off-site rule and all existing laws and regulations of the United States, State, County, Township or other Governmental agency, where applicable. All offsite disposal including manifesting, documentation, and final disposition shall be performed by the ER Response Manager and signed and approved by the EPA OSC prior to removal and transportation for disposal.

During work activities, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site.

## 2.1 Definitions

- **Generator** - U.S. Environmental Protection Agency, Region VIII
- **Contractor** – Environmental Restoration L.L.C. (ER)
- **Subcontractor** - The successful bidder which will perform all work on site
- **Work** - The term Work includes all engineering, labor, materials, equipment, services, and incidentals necessary to successfully complete the specifications described in this Request for Proposal and in the ERRS Region VIII Subcontract Agreement
- **ARARS** - Applicable or Relevant and Appropriate Regulations
- **Response Manager (RM)** – ER's Site Specific Project Manager
- **EPA OSC** – U.S. Environmental Protection Agency, On-Scene Coordinator

## 2.2 ARARs

Personnel on site will follow all pertaining ARARs in reference to MSHA and OSHA in performing work on this site.

## 3.0 Project Technical Requirements

The proposed reopening of the adit is expected to include removing the colluvial rock and debris blockage and constructing the portal and placing ground support as necessary for the initial 70-100 feet inby. Ground conditions are described in the attached guidelines based on limited historical information. The selected subcontractor will, at the direction of ERLLC/EPA, follow the guidelines to construct a portal and establish safe ground control for temporary access. Additionally, subcontractor may be tasked with construction of retaining/settling ponds below the portal and assistance with installing stream diversion pipe.

The technical site information provided within this RFP has been provided by USEPA & Colorado Division of Reclamation Mining & Safety and is based on the work of others. Environmental Restoration L.L.C. assumes no responsibility or liability for the accuracy, completeness, or integrity of any information within the RFP. It is the bidder's sole responsibility to confirm the validity and accuracy of all data and information



provided within the RFP. Submittal of a proposal will serve as confirmation that bidders have confirmed all information within the RFP, or obtained sufficient other information to fully understand all site conditions and potential limitations that may hamper their technical approach.

Each interested bidder will submit a Proposal that includes a list of similar projects (3 minimum) completed by personnel to be assigned to this work, list of key personnel and their appropriate training credentials, a proposed crew size and consistency and a rate schedule that includes all proposed personnel, equipment and mark-up for subcontracted services and supplies. Additionally, this work must be completed during the month of September 2014. Bidders should state their ability to mobilize on September 3<sup>rd</sup> and identify the crew size and composition (including equipment) they deem necessary to complete work identified during the pre-bid meeting in 12-14 work days. Work hours and days are identified in section 6.6. Although mobilization on September 03 is highly desired, inability to mobilize on the 3<sup>rd</sup> will not automatically disqualify bidders as long as they identify an alternative mobilization date and can demonstrate the ability to complete identified tasks by September 30.

Schedule delays resulting from construction of designed structures or verification by others that design specification were not met are the responsibility of the Subcontractor and shall not constitute changed conditions or reimbursement of any type other than those costs associated with the line items. Any downtime resulting from construction of designed structures and verification by others that specifications were not met should be reflected in the project schedule.

This project will be awarded on a 'Best Value' basis, with experience, ability to meet schedule and costs all being taken into consideration.

This procurement can be delayed, cancelled or terminated for any reason. All bids may be rejected.

#### **4.0 General Services**

Environmental Restoration L.L.C. (ER), under the U.S.EPA Region VIII ERRS Contract will serve as Prime Contractor for all site remediation activity. The bidder will be operating as a Subcontractor to ER. Other contractor's onsite may include Weston Services, as U.S.EPA Region 8's START Contractor and [REDACTED] as ERLLC's technical consultant.

For the remainder of this section "Subcontractor" means winning bidder of this RFP.

The Subcontractor shall begin mobilization as defined within their proposed schedule.

Daily progress meetings will be held on site to discuss the following topics:

- Current project status and schedule;
- Impacts to schedule;
- The agreed program of future work, including the subcontractor's proposed action to complete the work on time; and
- Actions to be taken to remedy delays.

#### **5.0 Project Specific Requirements**

An award will be made after evaluating bidding contractor's technical proposal, schedule and costs. This RFP may be cancelled for convenience.

The successful bidder will be paid Net60 after receipt of an approved invoice. Weekly invoices are suggested. Daily costs should be provided to the ERLLC Response Manager for cost tracking purposes.

##### **5.1 Cleanup**



The subcontractor shall at all times keep the construction area free from accumulations of waste material or rubbish resulting from his work. Upon completion of the work, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site. Additionally, the subcontractor shall remove from the vicinity all unused materials, and the like, belonging to the subcontractor or used under the subcontractor's direction during construction.

## 5.2 Pricing Format

Pricing will be based on a provided rate schedule and proposed crew size/composition.

## 5.3 Disposal

ER shall be responsible for disposal of any and all "contaminated waste streams" generated by the rehabilitation of Gold King.

## 5.4 Measurement, Payment and Definitions

All items contained in the contract are herein defined and the manner and the method of measurement any payment is described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, and materials in the project. Any work required for the successful completion of the work which is not itemized shall be considered incidental to the bid items.

Unbalanced bids, as determined through distribution of costs in historic costs using the same technology will either be returned for clarification or removed from consideration.

### **5.4.1 - Bid Item 1.0 Mobilization**

Upon receipt of the Notice to Proceed, the Subcontractor shall furnish, mobilize, move in, and install such temporary works and all safety equipment, supplies, and other items and equipment as are necessary for meeting safety regulations and the successful completion of the project work. The Subcontractor shall also operate and maintain such temporary works and equipment throughout the period of construction. All applicable temporary works shall fully comply with all rules and regulations.

#### 5.4.1.1 - Project Safety

All OSHA regulations concerning working underground must be followed during the conduct of this project. OSHA has jurisdiction over workers and safety at this project, so the Subcontractor must be aware of all OSHA safety regulations that pertain to the work and jobsite. MSHA regulations are commonly referenced throughout this Bid Document where they are more stringent or more site-specific to underground mining tasks and operations. The Subcontractor must have a working knowledge of and follow all MSHA regulations governing underground-hardrock mining operations during the conduct of this project. **All of Subcontractor's employees working or entering underground MUST possess MSHA form 5023 40-hour underground hardrock miner training. Certifications for each individual must be provided 7 days prior to mobilization. Each piece of motorized underground equipment must conform to all applicable MSHA regulations.**

MSHA regulations will always be followed except in any cases where the equivalent OSHA rule is more stringent than MSHA. In case of accident or injury, OSHA has ultimate jurisdiction over workers and safety at this project.

The Mobilization Task includes establishment of all surface infrastructure, including placement of fire extinguishers, first aid kits, first-aid stretcher stations and flammable liquids storage, fuel storage, and all other MSHA required equipment and materials, including proper placarding and warning signs as



required by MSHA regulations. Sanitation facilities and all MSHA first aid and safety equipment are required.

Copies of all proposed personnel safety certifications should be provided with the Health and Safety Plan. Certifications for personnel used after delivery of the HASP must be provided prior to the person being mobilized.

Costs for Bonds, Insurance, and preparation of the **Health and Safety Plan**, all safety equipment, required training, and establishment of safe operations on site shall also be included in the Mobilization Task. ER will not reimburse for additional training outside of initial mobilization costs.

#### 5.4.1.2 - Measurement and Payment for Mobilization

No measurement for payment shall be made for mobilization. Payment of full lump sum price bid will be made with the first monthly progress payment after completion of the work described above for mobilization.

#### **5.4.2 - Bid Item 2.0 Time and Materials Rate Sheet**

Bidders shall provide a T&M rate sheet that includes all expected labor classes, equipment and subsistence and lodging costs. A percentage-based markup shall be identified for purchase or rental of items not on the rate sheet.

##### 5.4.2.1 - Measurement and Payment

Daily Work Reports (DWR) shall be provided to the ERLLC Response Manager that identifies each days costs. The RM will review the DWR within 24hrs. The subcontractor will use the approved DWRs to create periodic invoices.

#### **5.4.3 - Bid Item 3.0 Demobilization**

Upon completion of the work under this Contract, the Subcontractor shall remove all temporary facilities, underground temporary infrastructure, and equipment. The Subcontractor shall remove from the work site all rubbish, unused materials, and shall fill and dress all holes and disturbances made for convenience, and leave all areas in good order and condition, subject to the approval of the Project Response Manager and the USEPA On-site Coordinator.

##### 5.4.3.1 - Measurement and Payment

No measurement for payment shall be made for Demobilization. Payment of full lump sum price bid will be made with the first monthly progress payment after completion of the work described above for demobilization.

#### **5.4.4 - Bid Item 4.0 Bond Cost**

The mandatory 100% Performance and Payment Bond price will be provided as a lump sum item and to be issued to ER within 5 business days of award. Additionally if for any reason the price were to increase additional bond coverage will be required.

## **6.0 Project Terms and Conditions**

### 6.1. General

The Subcontractor shall provide all engineering, analytical, labor, materials, and equipment necessary for the scope of work provided above per the following specification attachments and references. No





other work shall be performed unless written direction is provided by the authorized Environmental Remediation LLC representative in the form of a Change Order.

The Subcontractor shall research any and meet all requirements of the State of Colorado as to design and constructions laws, and fully investigates and comply with the need / potential need for a Professional Engineer's review and stamp for project plans. This review shall be fully represented in your submitted schedule and costs.

## 6.2 Insurance Requirements

Minimum Insurance Requirements per each subcontractor utilized under this SOW:

- Minimum of \$1,000,000.00 Comprehensive General Liability Insurance
- Minimum of \$1,000,000.00 Automobile Liability Insurance
- Workers Compensation Insurance – Statutory
- Insurance Environmental Restoration, LLC, shall be named as additional insured.
- Requirement that Environmental Restoration, LLC be notified in writing a minimum of 30 days prior to any change in, or cancellation of any or all of policy

Date of certificate must be current and dated within 30 days of receipt by ER LLC

## 6.3 Safety

The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations. The Subcontractor shall ensure that all its employees perform the work in a safe manner by conforming to the Subcontractors and ER's Health & Safety Plan.

The Subcontractor will be liable for any and all damages it causes to the premises and /or property including the costs due the any disruption of business operations to nearby facilities.

The Subcontractor shall obtain all permits, licenses, and other forms of documentation required for compliance with such laws and regulations.

The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations including the requirements in MSHA and OSHA. The Subcontractor shall ensure that its employees perform the work in a safe manner. The Subcontractor shall also supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

The Subcontractor shall adhere to the provided ER health and safety plan as well as provided site specific health and safety plan for underground mining operations to be submitted for inclusion with the ER site plan and approved by the ER's Safety Officer which identifies potential hazards, worker protection and procedures for the scope of work described in this RFP. As per the submitted site-specific health and safety plan, the person(s) identified in the plan shall administer (In complete coordination and absolute cooperation with ER) and implement the plan with Subcontractor personnel. The Site Health and Safety of all personnel is the number one priority for this and all ER projects and worksites. All other ER Health and safety rules shall be followed.

The Subcontractor's Health and Safety Plan must also incorporate all aspects of safety as it applies to providing a safe environment for traffic, residents, pedestrians, and the general local population.

## 6.4 Subcontractor Generated Waste



All efforts shall be made by the Subcontractor to minimize waste generated during the underground and surface operation. Any unnecessary wastes generated and disposal expenses including associated costs will be the responsibility of the Subcontractor. The Subcontractor shall supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

Any chemicals brought to the site by the Subcontractor must be accompanied by an MSDS. The Subcontractor shall be responsible for storage, and spill containment of any chemicals brought to the site.

In addition to any reporting requirements imposed by law, the Subcontractor shall report to the Response Manager all spills and personnel exposures involving any waste from this site. Such reports for these incidents shall first be reported by telephone or personal contact immediately, or in no event longer than 24 hours following discovery of the incident and followed up in writing no later than seven days after the initial report.

#### 6.5 Personnel

The Subcontractors work and tasks shall be given the constant attention and diligence necessary to facilitate the successful progress thereof, and shall cooperate with the ER's Response Manager and the EPA's representative in every way necessary to the successful completion of the project.

The Subcontractor shall have at the job site at all times as his agent a competent superintendent thoroughly experienced with the scope of work involved, and capable of executing directions of ER without delay, and to promptly supply such materials, equipment, tools, labor and other incidentals as may be required. This superintendent shall be posted to the project for the life of the subcontract, and shall not be removed or replaced without approval by the ER Response Manager. The Superintendent shall be an agent of the Subcontractor and shall be authorized by the Subcontractor to propose and execute change orders.

The Subcontractor will only provide qualified workers who have the necessary training and experience as required by the site specific Health and Safety Plan. If a Subcontractor employee does not abide by the specific project requirements, they shall be immediately discharged from the site and not allowed to return unless authorized by ER. Replacement cost from anyone discharged from the site shall not be a cost to ER.

#### 6.6 Work Hours

Bidders will be expected to work Monday through Saturday. Typical hours will be 0700-1730. Additional hours will be at the discretion of the ER Response Manager.

#### 6.7 Administrative / Project Specific

The following conditions apply in addition to the work agreement.

6.7.1 Wages. All work activities performed at the site shall be considered Davis Beacon Act work (see attached DBA Wage Determination), unless described as Service Contract Act work by ER. This includes all sub-tiers. Final definition of SCA / DBA work elements will be defined at the site walk or through later email correspondence. Certified payrolls are required to be submitted weekly.

6.7.2 Reports. Daily Work Reports; The Subcontractor will be required to maintain and submit a daily activity log which, at a minimum briefly describes the work performed each day, a list of labor and equipment used, and any problems encountered. Final format of the Daily plan will be based on winning bidders example (as required as part of the technical submittal).



6.7.3 Flow-down Provisions. The attachments to the RFP contain ER's general conditions and government-required Flow-down clauses that are applicable to all Subcontractors including sub-tiers. Please review this document carefully and return them signed with your bid. Failure to complete all Attachments of the RFP may cause the proposal to be considered non-responsive.

6.7.4 Bonds. The Subcontractor shall provide Treasury Listed performance and payment bonds with ER as listed shall be received within 5 days of NTP.

- 100 % performance and payment bonds of the total bid amount

6.7.5 Permits. Subcontractor warrants that is has in effect and will maintain all permits, licenses, governmental authorizations and approvals required for the scope of work.

6.7.6 Lien Waivers. Subcontractor shall submit executed lien waivers for any and all vendors along with invoices for payment.

## 7.0 Pre-Bid Meeting and Site Showing

A mandatory pre-bid meeting and site showing will be held at the Gold King Mine jobsite on July 30, 2014 at 10:00 AM. Interested bidders will meet at the parking area/switch back immediately above the Colorado Goldfields facility and arrangements to carpool to the site will be made based on turnout.

Bidders are cautioned that, notwithstanding any remarks or clarifications given at this meeting and site showing, all terms and conditions of the contract documents remain unchanged unless they are changed by written amendment issued by the ER. If the answers to questions or any amendments. The purpose of the Pre-Bid meeting is to afford potential bidders the opportunity to inspect the proposed work and access conditions. Attending the entire Pre-Bid meeting is mandatory. Bidders are advised to be prompt. A sign-in sheet will be available at the Pre-Bid meeting for firms to register their attendance. It is the bidder's responsibility to make certain their attendance is recorded on the sign-in sheet. **Each individual may represent him/herself or a single company for the purpose of bidding. Signing the Pre-Bid Meeting attendance list to represent more than one person or company is not permitted.** Failure to sign in **AND** sign out, as directed by the Project Response Manager, will be cause for rejection of a bid.

## 8.0 Receipt of Proposal

Bids are due **August 08, 2014 at 3:00 PM MT**. Pricing shall be submitted on the attached Schedule of Pricing form attached to this RFP. Fax or e-mail bids shall be accepted with the original to follow via regular mail. Pricing is required to be effective the duration of the contract.

A late proposal or modification of proposal may be grounds for elimination as a viable bid. Alternate proposals may be submitted but schedule may dictate little or no review of alternates.

**Submit Proposals to:** Environmental Remediation LLC



Phone  
Fax  
E-mail to

The technical proposal submitted shall be in sufficient detail to adequately describe the needed



information but the content shall be limited to approximately 50 pages including all, text, tables, drawings and references, excluding specific plans defined and required as part of the proposal. Technical proposals may, at the submitter option, include calculations; equipment cut sheets, and other information that will support a given technical approach.

#### 8.1 Award of Subcontract

Bidders should note this is an EPA time-critical removal project and that bidder's inability to provide an aggressive, but realistic, schedule and demonstrated ability to provide all required resources on schedule, will be considered during the evaluation process. Be advised this RFP does not guarantee the work will be performed, and makes no guarantee on quantities. The actual quantities may be greater than or less than the quantity specified in the Scope of Work.

ER reserves the right, without qualification, to accept or reject any and all quotations, to award a subcontract as a result of this RFP, and to request additional clarifying information through written information on addenda's. All quotations should be submitted with the most favorable pricing. ER intends on awarding a "Best Value" subcontract based on a combination of technical proposal, past performance, references, schedule, and price.

ER and the USEPA reserve the right to ask for additional details and clarify technical proposals. Under no circumstance is ER's award of a contract to be construed as 'approval' of a technology or approach by either ER or the USEPA. Meeting the performance specification defined within this RFP remains the sole responsibility of the successful bidder.

Any exceptions to the RFP may cause the proposal to be rejected. Please ask all questions prior to submission of proposals and allow ample time for response. Due to project time constraints ER does not envision extending the proposed "due date" for proposals.

By submitting a Proposal the Bidder agrees/consents that ER in determining the successful bidder and their eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, technical proposal, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

#### 8.2 Subcontractor List

Each bidder shall list in the spaces provided in the Proposal Form (1) the name and address of each Subcontractor proposed to perform any portion of the work described under this Request for Proposal if the total amount of the work exceeds 10% of the total Contract amount, and (2) the portion of the work to be performed by each Subcontractor.

#### 9.0 Measurement and Payment

All items contained in the contract are herein defined and the manner and the method of measurement of any payment are described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, materials and all other costs associated with the completion of the performance work and to be all inclusive of the complete scope of work. The costs shall include all incidentals such as engineering work, administrative work, mobilization, demobilization and miscellaneous costs.

Payment requests will be submitted and approved by the ER Response Manager based on the actual percentage of work performed in relation to performance and scheduled milestones. **Payments terms are 60 days after receipt and acceptance of a valid invoice.**

#### 10.0 Final Inspection



Before final acceptance, all ground occupied by the Subcontractor shall be cleaned of all rubbish, excess materials, temporary structures, equipment, and all parts of the work site shall be left in a neat and presentable condition. This work shall be done to the satisfaction of the ER Response Manager. A final inspection of the work site shall be done by the ER Response Manager and the Subcontractor for final acceptance of the work.

A final punch list shall be made by ER and the Subcontractor during the final inspection which will detail to fully outline to the Subcontractor:

- a) Work to be completed, if any;
- b) Work not in compliance with the drawings or specifications, if any;
- c) Unsatisfactory work for any reason, if any.

Any deficiencies found during this final inspection shall be identified in writing from the ER Response Manager, and corrected immediately by the Subcontractor.

Final payment to the Subcontractor shall be made in accordance with the ER work Agreement and receipt of lien waivers.



**Attachment A**  
**UPPER GOLD KING TEMPORARY ACCESS SUPPORT GUIDELINES**  
**AND**  
**PROPOSAL ACKNOWLEDGMENT**

<b>To:</b>	Environmental Remediation LLC	<b>From:</b>	
			(company name)
			(street address, city, state and zip)
			(telephone number)
<b>Site Name:</b>	Gold King Mine Site G8-15		
<b>Location:</b>	Silverton , Colorado		

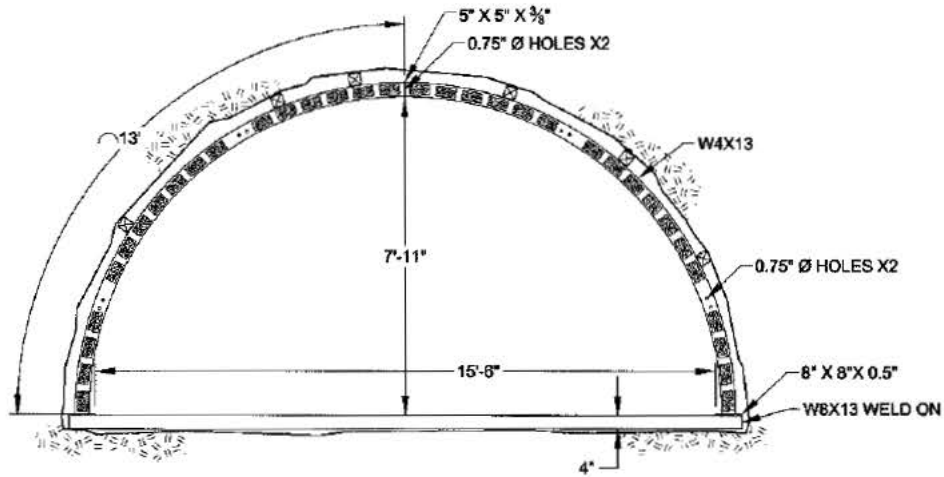
The Subcontractor proposes to provide all equipment, labor, materials, and equipment necessary for the scope of work provided above and per Request for Proposal G8-15-001 and all attached drawings and specifications relative to the terms and conditions provided for the consideration of the bid prices provided herein on the pricing schedule.

The Subcontractor agrees they have examined the RFP and the extent of the scope of work, have examined the provided drawings, specifications, attachments, and examined and understands all existing local conditions relative to site access, city codes and permits, hazards, labor, and any other conditions affecting, or which may be effected by, the scope of work.

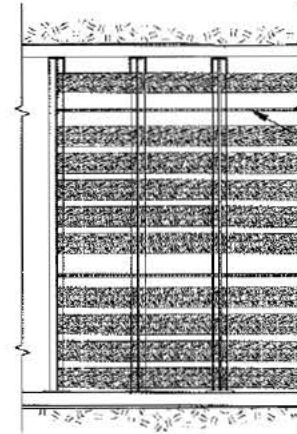
The Subcontractor acknowledges receipt of the following addenda:

Addenda # 1

Files: June 27, 2014 4:56:55 PM, D:\enviro\Environment Restoration\2251-003\env\env\portal\portal.dwg



**PORTAL FRONT**



**PORTAL ELEVATION**



JOB NO. 0251.003.00

<b>GOLD KING PORTAL STRUCTURE</b>	
Portal Detail	
	FIGURE NO. <b>1</b>
DATE: 6/27/2014	SCALE: AS NOTED

[REDACTED]

July 3, 2014

[REDACTED]  
Environmental Restoration LLC  
[REDACTED]  
[REDACTED]

**Re: Draft Upper Gold King Mine Temporary Access Support Guidelines;  
D&A Job No. CG-0251.003.00**

Dear [REDACTED]:

This letter is in response to a request by Environmental Restoration LLC and the US Environmental Protection Agency (EPA) to develop ground support guidelines for temporary access to the Upper Gold King Mine. We understand that the EPA intends to develop a design-build project to re-open the sealed Upper Gold King portal and enter the mine workings for geologic mapping and other evaluations. The evaluations would include locating groundwater inflow areas, locating cross cuts, stopes and other connections to existing mine workings, mapping the geology, and mapping joints as part of a future bulkhead feasibility study in the Red & Bonita Adit located 500 feet lower on the same vein structure.

## **BACKGROUND**

The Upper Gold King Mine portal is located at elevation 11,450 feet on the north side of the North Fork Cement Creek, approximately eight miles north of Silverton, Colorado. The adit is estimated to be at least 700 feet long, with typical dimensions of 10 feet wide and 10 feet tall. Current ground support allegedly consists of three to four timber or steel sets in the first 100 feet in from the portal. According to a former miner, the next 600 foot section of the adit is bald (no support) until a collapse is reached at 700 feet. The adit was driven around the collapse. Further conditions are unknown. At the time (late 1980s-early 1990s) there were only minor water seeps. More recently the adit portal was sealed and a drainage ditch installed. See **Figure 1** and below.



---

[REDACTED]  
[REDACTED]  
[REDACTED]



## GEOLOGY

The geology in the area around the Upper Gold King Mine has been well documented in numerous reports and geologic maps (see References Section). Once past the talus at the portal, the entire adit is anticipated to be in the Burns Member of the Silverton Volcanic sequence. The Burns member consists mostly of intermediate lava flows made of porphyritic dacite, rhyodacite, rhyolite, andesite, and trachyandesite. These rocks are frequently hydrothermally altered to much weaker chlorite, calcite, epidote, and albite. The Burns member is split into an upper and lower member (Burbank and Luedke, 1969) separated by a pumice rich and pebble rich welded tuff that is typically around 25-feet thick. The pebble tuff unit may be a water source or water barricade at its contact with the upper and lower Burns members. A cross-section of the geology along the American Tunnel, near the Gold King Mine is shown below in the excerpt from Burbank and Luedke, 1969, Plate 6. Based on this cross section, the Upper Gold King Adit should be within the upper member.



The Colorado Division of Reclamation Mining, and Safety performed a structural geologic investigation of the Red and Bonita Mine area in 2007. They noted that the rocks were highly jointed near the portal but became tighter further into the rock mass. This suggests better rock conditions except where sheared and altered. Stover 2007 lists two main joint sets, the first of which strikes east-west and dips 60 to 89 degrees to the north and the second of which strikes northeast with a steep dip to the southeast. The flow structure of the lava flows strikes southeast and dips gently southwest. These three structures are summarized in the table below. Since the Upper Gold King is on the same mountain and vein structure, we assume that similar joint sets will be encountered.

Joint Number	Dip	Dip Azimuth
1	78	003
2	84	135
Flow Structure	26	219

## **GROUND SUPPORT**

We understand that the current Upper Gold King Mine owner will be providing existing steel sets to the project. These sets consist of 16 foot diameter arches made of w4x13 steel beams for the portal and 10 foot wide sets of w8x13 steel for the adit. The sets are shown in **Figures 2 and 3**, respectively. We evaluated the capacity of the steel sets using a uniform distributed load, typical for fill directly on the structure or with closely spaced cribbing. Assuming that the sets are older and made of 36 ksi steel, the portal arches have a maximum capacity of 28 kips and the square steel sets have a capacity of 19 kips (assuming that A325 high strength bolts are used).

At the portal, the intent is to excavate the soil and rock debris around the sealed opening and expose the original portal in a trench (trenching all the way to the portal may not be possible, requiring some arches to be installed as in a tunnel, see below). To limit the excavation quantity and provide protection at the entrance, the steel arch sets with wood lagging would be constructed within the trench and backfilled. Due to their large diameter and small cross section, the arches have a very limited capacity. Even with careful, balanced backfilling, arches spaced at two foot on center could only be filled to 6 feet above the crown. This could be increased to 12 feet of fill by placing the steel sets at one foot on center and changing from individual footers to a sill beam, but it is unlikely that the owner would have enough steel arches to reach the original portal. Another option would be to backfill the arches with cellular concrete

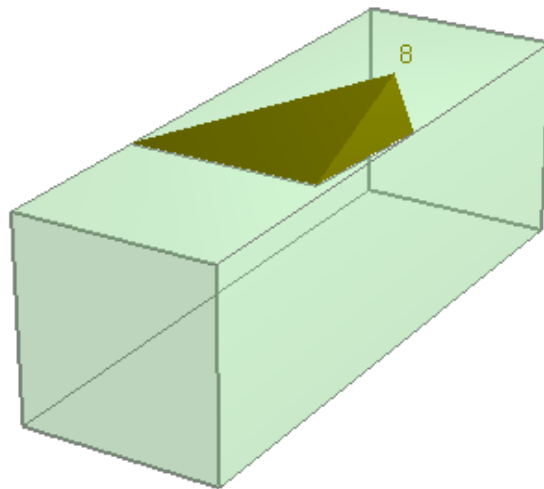
To evaluate the loads on the proposed steel sets in the adit and where the portal fill could not be excavated, we used an analytical method. The US practice for estimating loads on steel sets in tunnels deeper than 1.5 times the sum of the tunnel width and height was developed by Dr. Karl Terzaghi in 1946. It was published by Proctor & White in 1946 and 1968. Over time it has been slightly modified by others (Brekke 1968, Deere, et. al. 1969, and Rose, 1982). The basic principal is that when excavating in soil or rock, some of the load will be carried by the tunnel support while the rest is transferred to the ground outside the tunnel through internal arching. The Terzaghi technique involves estimating the size of the block of material that will be supported by the steel sets. Multiplying the size of the block by its density gives the anticipated ground load. The variables in the equation are the tunnel width, tunnel height, density of the ground, and the rock load coefficient. Tunnel dimensions are generally known and the ground density is relatively easy to estimate based on material type. The difficult part is estimating the appropriate rock load coefficient.

Once the capacity of the proposed adit sets was evaluated, we back calculated the allowable rock load coefficients. It became quickly apparent that the proposed steel sets were light and had a very limited capacity in poor ground. Both the proposed portal arch sets placed at two foot on center and the square steel sets placed at four foot on center would be compatible with a maximum rock load coefficient of 0.25. That rock load coefficient corresponds to moderately blocky and seamy ground above the groundwater table. Square steel sets at two foot on center would be compatible with a maximum rock load coefficient of 0.5, which corresponds to the transition between moderately blocky and seamy and very blocky and seamy. This description is based on terminology first proposed by Terzaghi in Rock Tunneling with Steel Supports and in his Tunnelman's Ground Classification for Soils and is taken from Deere, et. al., 1969: *Blocky and Seamy rock consists of chemically intact or nearly intact rock fragments, separated from each other by joints or other*

*discontinuities and imperfectly interlocked. Vertical walls may require support. When individual blocks are larger than two feet, the rock is called moderately blocky and seamy; when blocks are smaller than two feet, the rock is called very blocky and seamy.* Ground conditions worse than this description (for example crushed rock that behaves like sand) are beyond the capacity of these sets.

Given that the rock in this tunnel away from the shear zones is likely hard but jointed, the most likely type of ground failure in those areas will be a block failure, where a block or group of blocks falls out along joints or cracks in the rock mass. We used the computer software Unwedge 3.025 by Rocscience to model a 10-foot wide by 10-foot tall square tunnel on a north 40 degrees east axis. We input the joint orientations per Stover 2007 and assigned conservative joint properties. The model then computed the largest rock blocks that could form given the combination of joints, tunnel size, and tunnel orientation. The only unstable block found using this method was in the upper left crown. This is shown graphically below. The estimated weight of that block is around 5,900 pounds. That could be supported by two sets placed underneath the wedge and blocked securely in place (one set would have the capacity but would not have good lateral stability). Note this particular block is very unstable and would likely have failed into the tunnel during construction or shortly thereafter. You may find local areas of high crown or existing timbers supporting such a wedge.

Roof wedge [8]  
FS: 0.000



Weight: 5.869 kips

Other forms of ground support, rock bolts and mine straps, are found on **Figure 3**. Where the ground is massive, local spot bolting should suffice. Where it is moderately blocky and seamy, rock bolts should be installed on a staggered 2x3 pattern. Where the ground is very blocky and seamy, rock bolts should be installed on a staggered 3x4 pattern with mine straps as needed.

## **RECOMMENDATIONS**

The portal area can be supported with the existing arch sets at two foot on center to a maximum backfill height of six feet above the crown. This should provide adequate protection from falling rock. If additional height is needed and enough steel sets are available, they could be placed at one foot on center. This would increase the allowable fill height to 12 feet above the crown. In both cases, the backfill should be placed evenly on both sides. Unbalanced backfill should not exceed one foot at any time and the tunnel should not be occupied during backfill placement deflections greater than 1/4" inch anywhere along the sets indicate unbalanced loading and should be investigated. Another option for increasing the fill height is to use low density cellular concrete in place of some or all of the soil/rock backfill. If the steel arches are installed by mining methods (due to the ground not being excavatable), they must be cribbed at close spacing. Backpacking by injecting cellular concrete in the annular space should be considered.

Inside the adit, steel sets can be used at two or four foot on center, depending on the ground conditions. However, it will likely be more effective and economical to use rock bolts and mine straps instead.

Please note that our scope of work was currently limited to a general geotechnical literature review and preparation of a typical support figure and temporary support guidelines. We have not conducted a site visit or our own geotechnical investigation. Technical specifications, plans, and contract documents will be prepared by others.

Thank you for the opportunity to work with you on another project. Please call with any questions or comments you may have. We look forward to seeing the Red & Bonita/Upper Gold King projects advance and are eager to participate in the next phase.

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

July 3, 2014

Page 6

## **REFERENCES**

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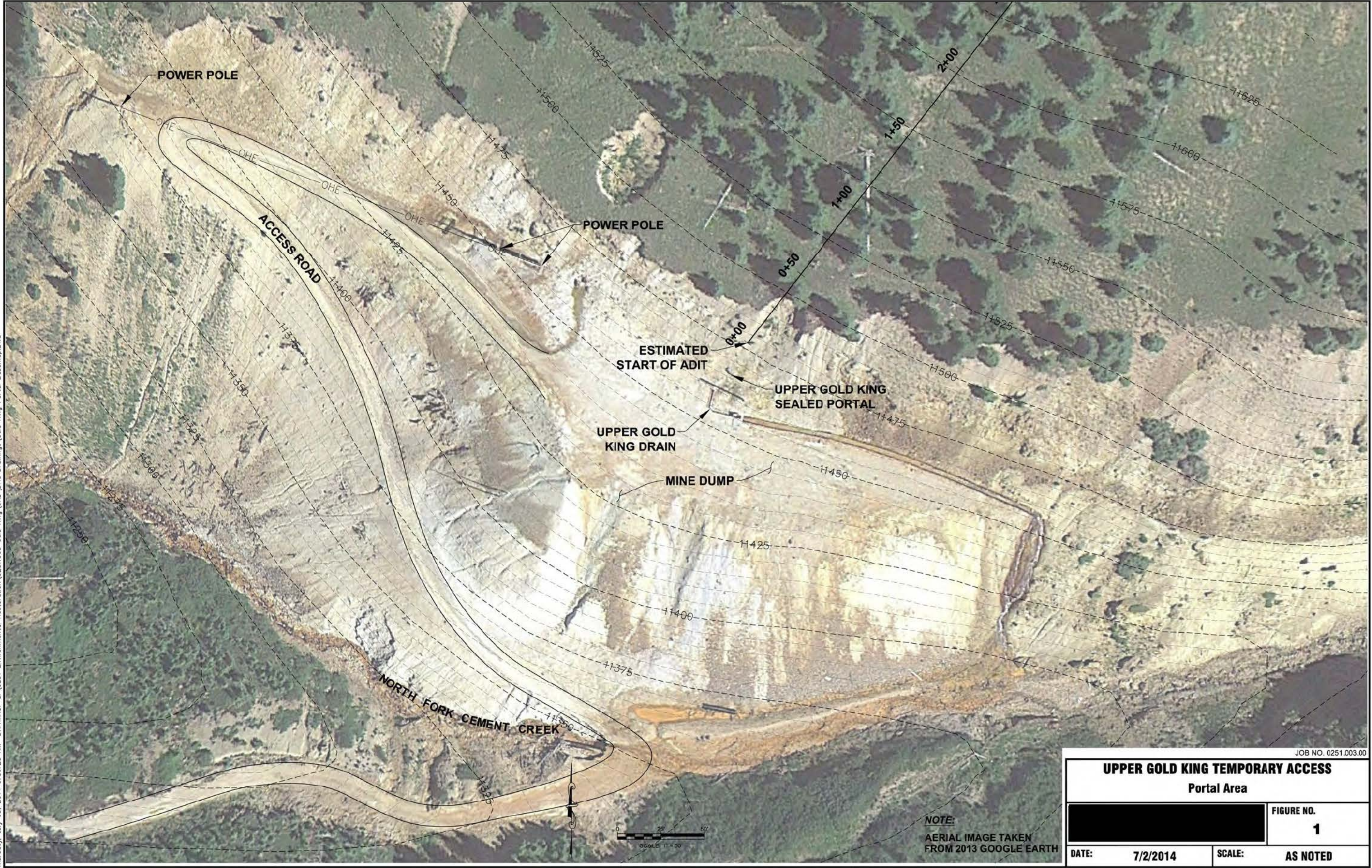
Rose, Don, 1982, *Revising Terzaghi's Rock Load Coefficients*, Issues in Rock Mechanics – 23<sup>rd</sup> Symposium On Rock Mechanics – 1982, AIME

Stover, Bruce, 2007, *Report of Structural Geologic Investigation Red & Bonita Mine*, Colorado Division of Reclamation, Mining, and Safety.

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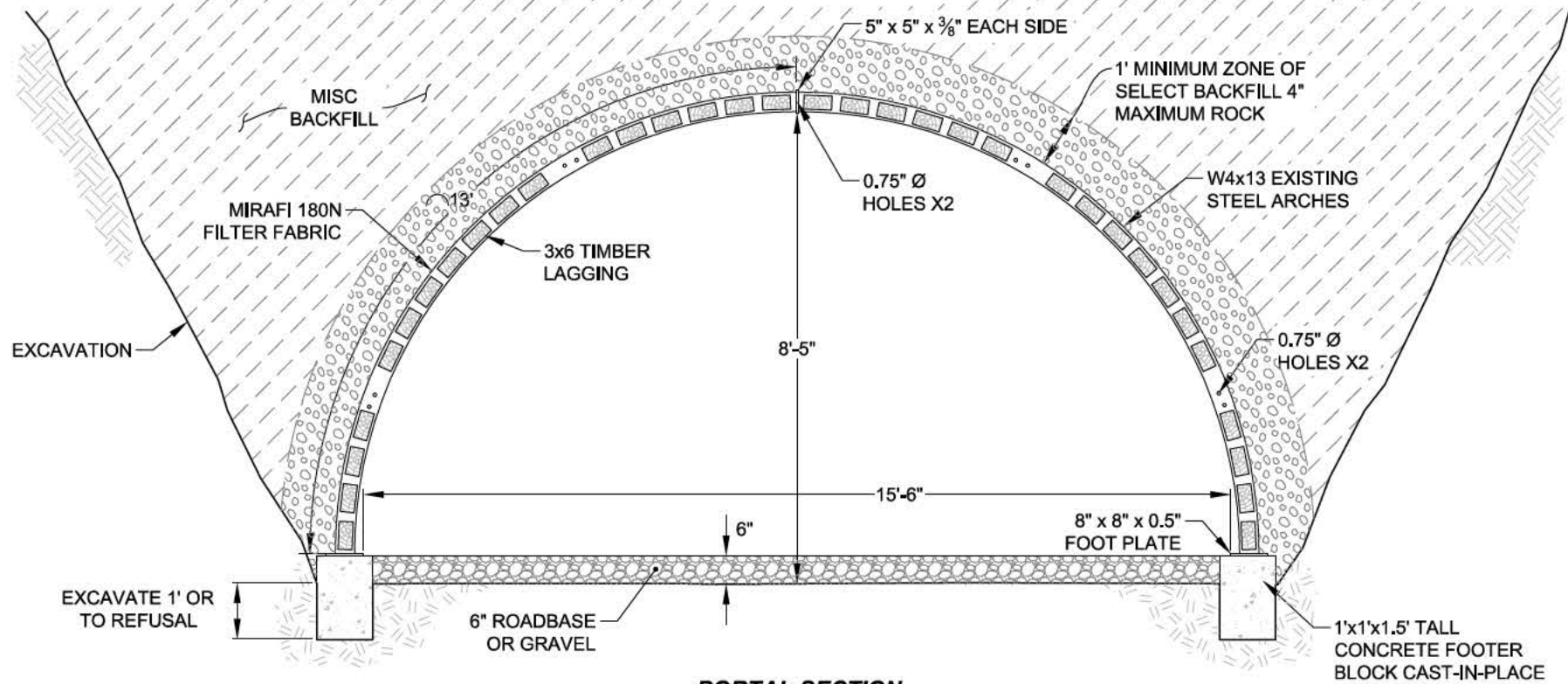
JOB NO. 0251.003.00

**UPPER GOLD KING TEMPORARY ACCESS**  
Portal Area

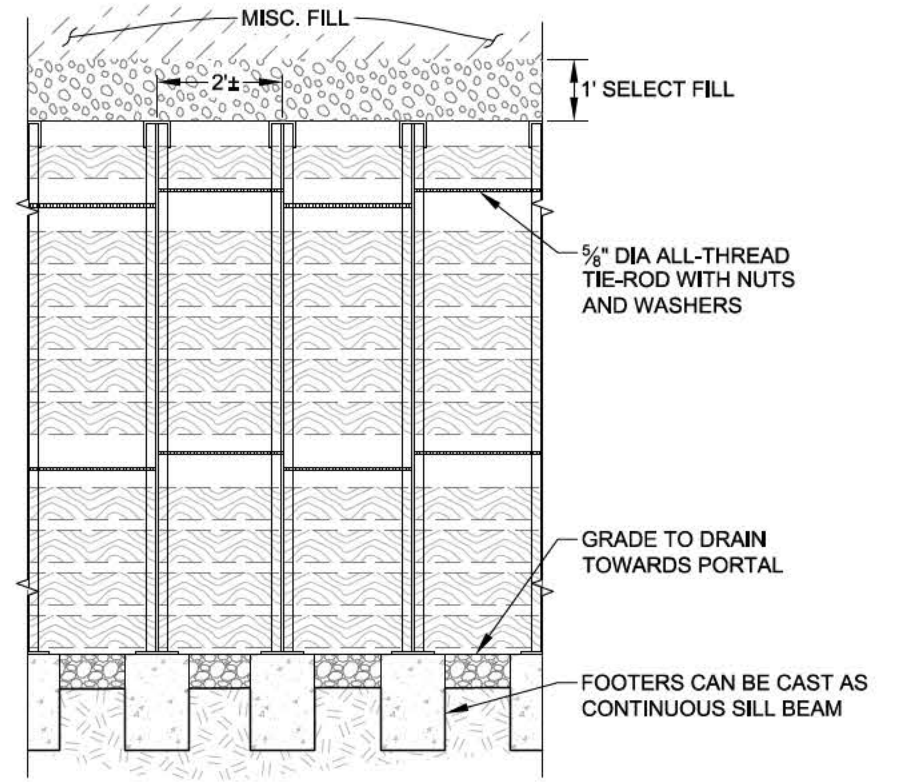
	FIGURE NO.
	<b>1</b>
DATE: <b>7/2/2014</b>	SCALE: <b>AS NOTED</b>

**NOTE:**  
AERIAL IMAGE TAKEN  
FROM 2013 GOOGLE EARTH

Wednesday, July 02, 2014 4:15:44 PM DRAWING: C:\0251 Environmental Restoration\0251.003 Gold King\CAD Drawings\Gold King Portal Structure Detail.DWG



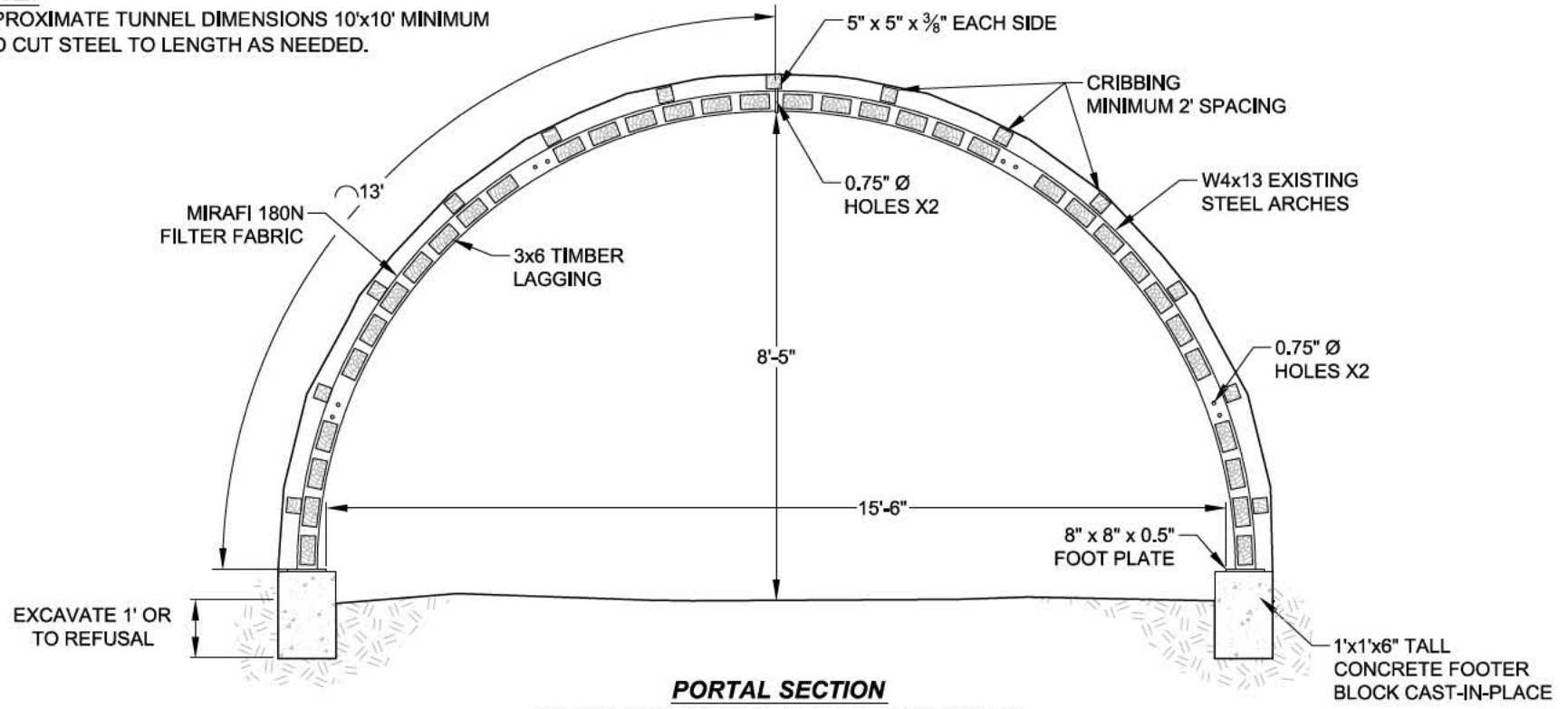
**PORTAL SECTION**



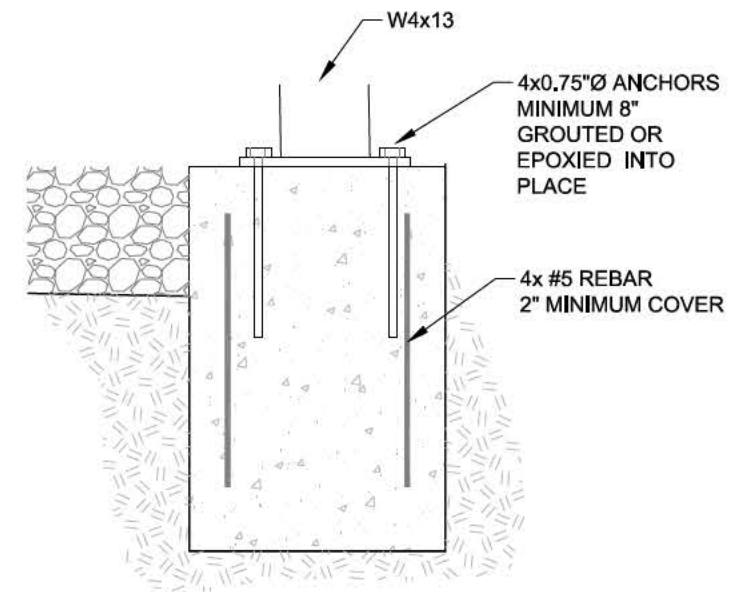
**PORTAL PROFILE**



**NOTE:**  
APPROXIMATE TUNNEL DIMENSIONS 10'x10' MINIMUM  
AND CUT STEEL TO LENGTH AS NEEDED.



**PORTAL SECTION  
WHERE GROUND IS NOT EXCAVATABLE**



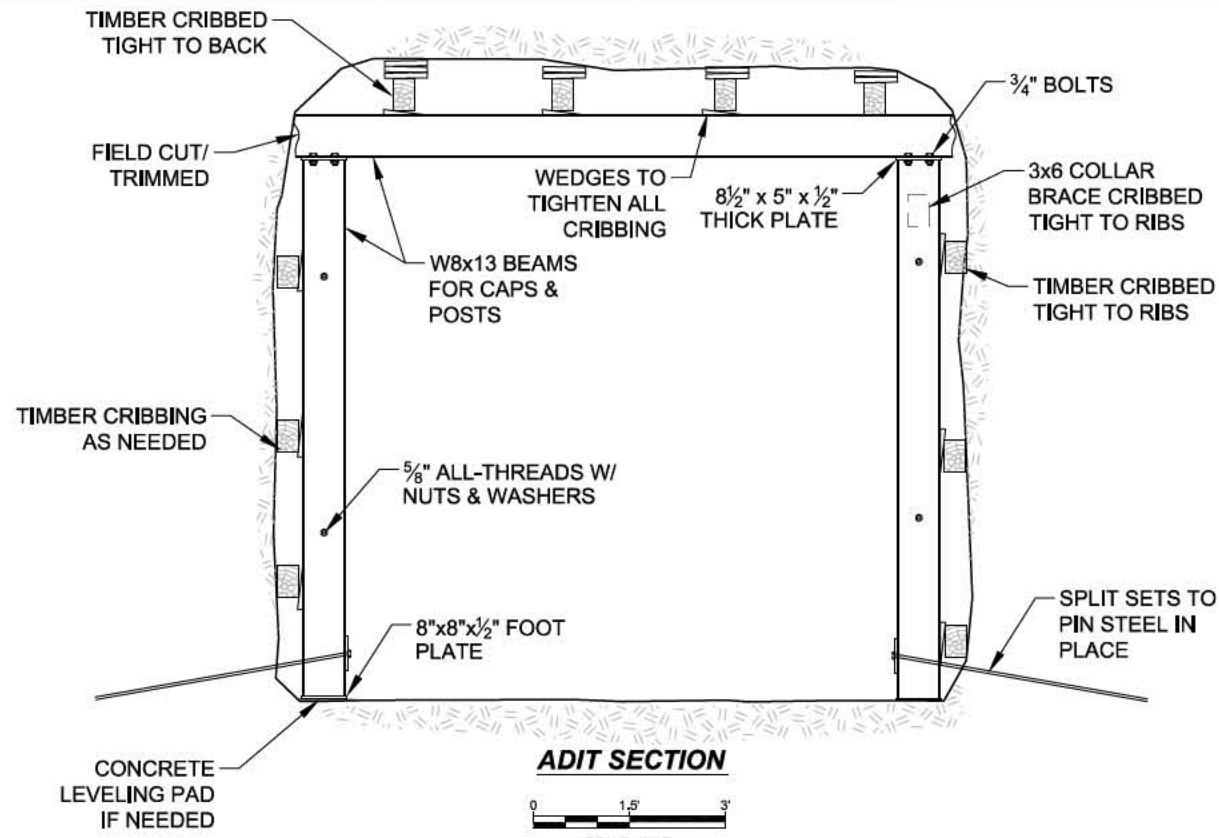
**FOOTING DETAIL**

Scale: NONE

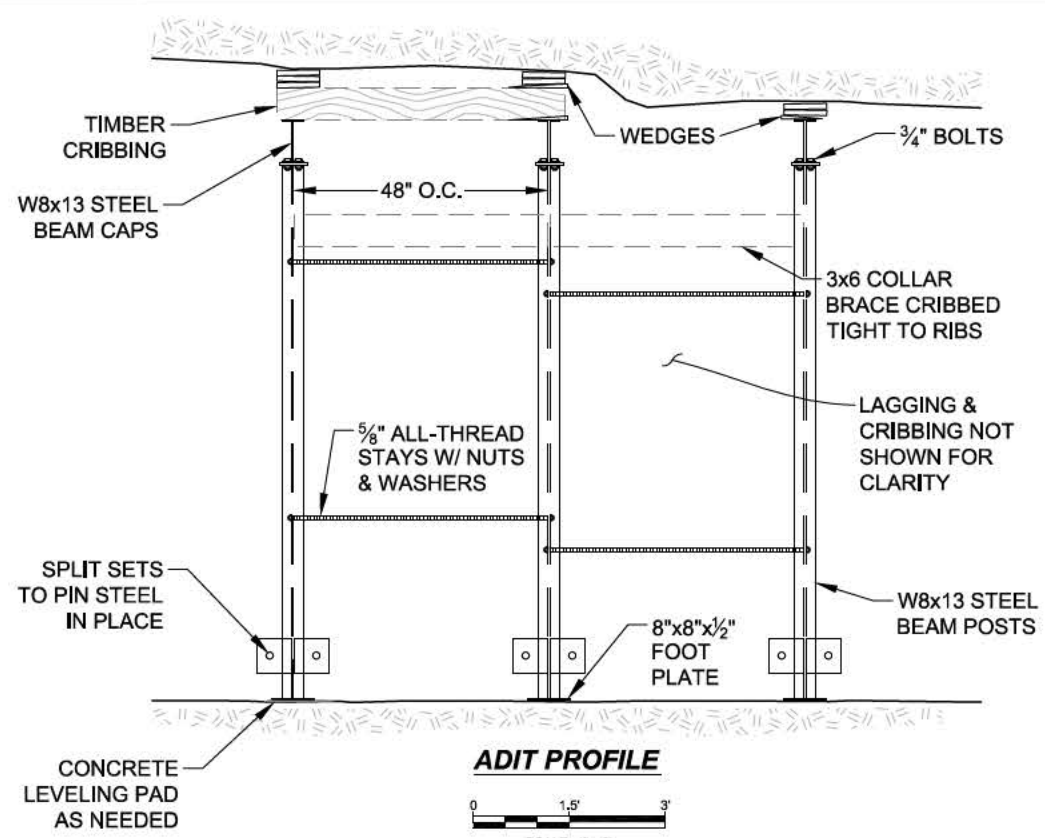
<b>UPPER GOLD KING TEMPORARY ACCESS</b>	
Portal Structure	
DATE:	7/2/2014
SCALE:	AS NOTED
FIGURE NO.	<b>2</b>

JOB NO. 0251.003.00

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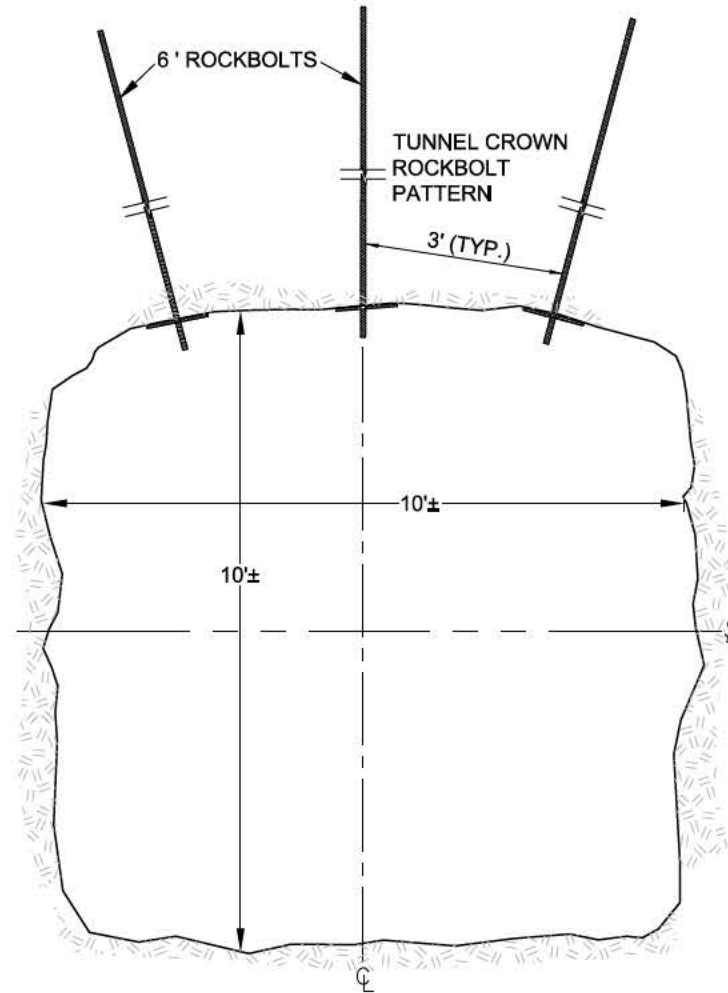


**ADIT SECTION**  
SCALE: 1" = 3'

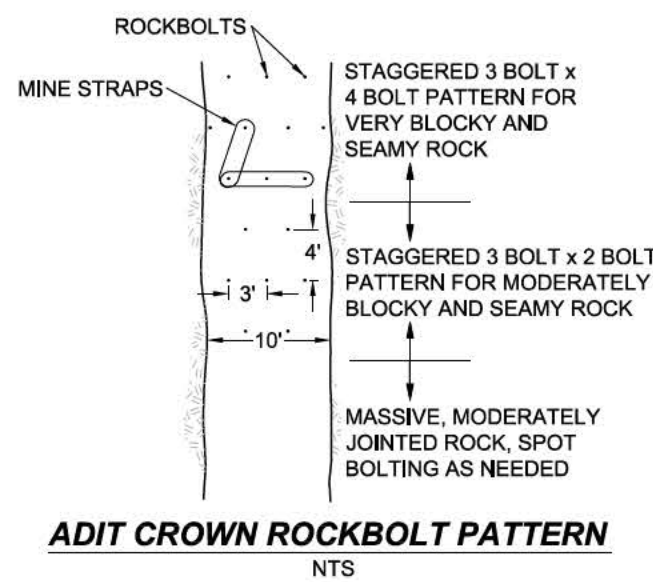


**ADIT PROFILE**  
SCALE: 1" = 3'

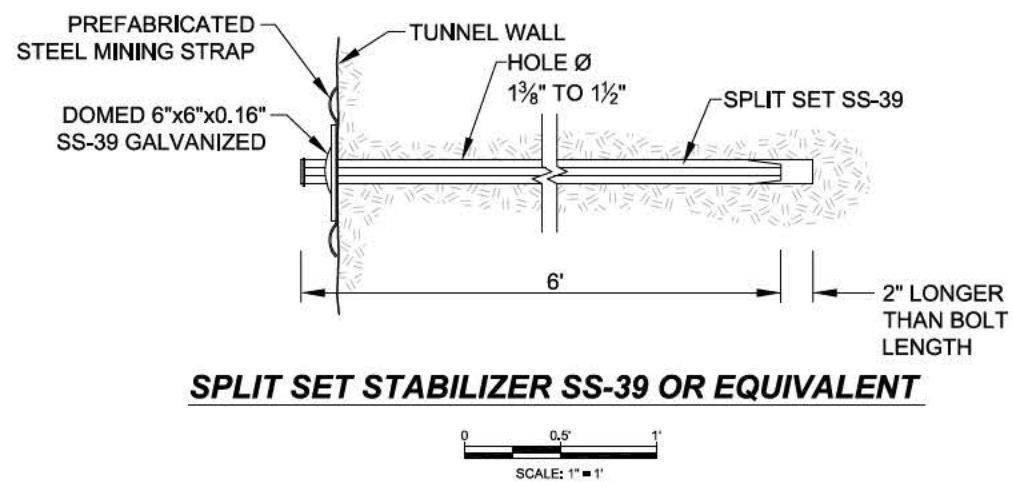
**NOTE:**  
APPROXIMATE ADIT DIMENSIONS  
10' x 10' MEASURE AND CUT  
STEEL TO LENGTH AS NEEDED.



**PATTERN ROCKBOLTS IN BALD ADIT**



**ADIT CROWN ROCKBOLT PATTERN**  
NTS



**SPLIT SET STABILIZER SS-39 OR EQUIVALENT**  
SCALE: 1" = 1'

- NOTES:**
1. ADIT ASSUMED 10' HIGH x 10' WIDE
  2. SCALE LOOSE BLOCKS AS NEEDED FOR CONTRACTOR SAFETY.
  3. BOLT SPACING AND ORIENTATION TO BE DETERMINED IN THE FIELD BASED ON ROCK CONDITIONS.
  4. SPOT BOLTING OR SUPPLEMENTAL BOLTS ON WALLS AS NEEDED.
  5. SUPPLEMENT WITH STEEL MINE STRAPS AS NEEDED.

JOB NO. 0251.003.00

<b>UPPER GOLD KING TEMPORARY ACCESS</b>	
<b>Adit Support</b>	
	<b>FIGURE NO.</b> <b>3</b>
<b>DATE:</b> 7/2/2014	<b>SCALE:</b> AS NOTED





Attachment B

SCHEDULE OF PRICING

RFP# G8-15-001 Gold King

ITEM	DESCRIPTION	EST. VOLUME	\$ PER UNIT	TOTAL
1.0	Mobilization	Lump Sum	\$	\$
2.0	Rate Sheet Attach separately			
3.0	Demobilization	Lump Sum	\$	\$
4.0	Bond Costs	Lump Sum	\$	\$
5.0	Total Cost (Items 1, 3 &4)			\$

Note: All charges, including up to five required onsite meetings for both superintendent and senior engineer, anticipated to be part of completion of the scope of work, should be included in the above bid. These charges include such items as all applicable taxes, license fees, handling fees, etc.

Unbalanced bids, as determined through comparing bids to distribution of historic costs using the same technology, will either be returned for clarification or removed from consideration, at the sole discretion of ER.

Company Name:	Date:
Project / Technical Contact:	Phone:
EPA ID #:	

Please refer to RFP# G8-15-001 regarding correspondence to your quotation. Any questions please contact the representatives below. Bid Due date defined within RFP.

Submit Proposals to: Environmental Remediation LLC  
[Redacted]

[Redacted] Phone  
[Redacted] fax  
E-mail to [Redacted]

Attention:



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8**  
***Request for Proposal G8-15***  
***Portal Opening and Support***  
***Due August 08, 2014 3PM Mountain Time***

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**Attachment C**  
**ER VENDOR PROFILE PACKAGE**  
**INCLUDING FLOWDOWNS AND REPS AND CERTS**



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**TO: ALL VENDORS/SUPPLIERS OF ENVIRONMENTAL RESTORATION, LLC**  
**FROM: ER PURCHASING DEPARTMENT**  
**SUBJECT: CREDIT INFORMATION, TERMS AND CONDITIONS, FORMS AND INVOICE SUBMITTAL**

---

The following information is provided to help your company establish an account with Environmental Restoration, LLC (ER), specify terms and conditions, ensure compliance with federal requirements and with our government contracts, if applicable, and to facilitate ER paying in a timely manner.

### **Credit Information**

Attached is credit information for ER. Please use this information as necessary to establish an account between ER and your company.

### **Terms and Conditions**

ER's established payment terms are NET 60 Days from receipt of an approved invoice. If a Request for Quote (RFQ) was done for the procurement then the terms and conditions are stated in the RFQ. If no RFQ was issued, or terms and conditions were not discussed prior to award of a Purchase Order (PO)/subcontract, then the terms and conditions stated here are applicable. A sample PO is provided with ER's minimum terms and conditions. ER is not a tax exempt entity, vendor is responsible to report and pay all applicable sales tax or use tax as per state and federal laws.

**Insurance:** Vendor shall supply ER with a current certificate of insurance listing ER as additional insured **prior to performing any on-site or related services**. ER Insurance requirements are attached.

### **Forms**

**W-9:** ER is required to obtain a completed W-9 from vendors to meet federal IRS regulations. The W-9 Form is attached to collect this required information.

**Business Classification:** ER is required to obtain a completed business classification certification to meet federal regulations. The Business Classification Form is attached to collect this required information.

**Flow-Downs and Reps & Certs:** ER is a government contractor and under our government contracts certain clauses and certifications are required to meet our contract obligations. Attached are Contract Clauses [Flow-downs] and Representations & Certifications [Reps & Certs] applicable to vendors working under these contracts. Please complete the attached forms in their entirety and submit as required to ER purchasing.

**Other/Site Specific:** If additional forms are needed, the project will provide this information in the RFQ or in written correspondence to the vendor.

### **Invoice Submittal**

**We want to pay you!** We want to pay per the terms agreed to with your company. To facilitate this process, each invoice **MUST** have the correct ER Job Code/PO # listed on the invoice to ensure its timely receipt and distribution to approving personnel. If an invoice does not have this information, it may cause a delay in processing your invoice in a timely manner. So please help ER by making sure every invoice has the correct ER Job Code/PO #. ER job personnel will provide that information either verbally or on written award documents.

We look forward to a long and prosperous relationship with every vendor.



**CREDIT INFORMATION**

<b>Company:</b>	Environmental Restoration, LLC
<b>Address:</b>	[REDACTED]
<b>Phone / Fax:</b>	[REDACTED]
<b>Organized In:</b>	State of Missouri in December 1997
<b>Federal Taxpayer ID:</b>	[REDACTED] <i>Note: Environmental Restoration, LLC is NOT TAX EXEMPT</i>
<b>DUNS #:</b>	[REDACTED]
<b>Company Contacts / Owners:</b>	[REDACTED]
<b>Office Contacts:</b>	[REDACTED] Accounting Manager [REDACTED] [REDACTED] Purchasing Manager [REDACTED]
<b>Bank Information:</b>	[REDACTED]
<b>Trade / Credit References:</b>	[REDACTED]
<b>Invoice Information:</b>	<p><u>When submitting your invoice(s), please note the following information:</u></p> <ul style="list-style-type: none"> <li>• ER job code / PO# must be on all invoices</li> <li>• Do not send multiple invoices to any office / RM / FCA</li> <li>• ALL invoices (1 copy <u>ONLY</u>) are to be mailed / submitted to: <b>Environmental Restoration, LLC</b></li> </ul> <p>[REDACTED]</p> <p><i>Please help ensure the payment terms of the RFQ are maintained by following the guidelines above for timely invoice payment.</i></p>



**TERMS AND CONDITIONS**  
**SAMPLE PO**



Purchase Order  
Date \_\_\_\_\_  
PO#: \_\_\_\_\_

Vendor Information

**SAMPLE PO**

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Ship To:  
Environmental Restoration  
\_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT INSTRUCTIONS**

- > PLEASE NOTE: Environmental Restoration, LLC is not a sales tax exempt company.
- > All terms, conditions and instructions set forth in this transaction are stated on the face and reverse side of this Purchase Order.
- > All invoices must show the Job Code/PO# to be processed for payment.
- > Immediate or weekly invoicing is encouraged.
- > All invoices will be approved by ER for all services/materials received by the project before payment will be made
- > Terms start on date of an approved invoice
- > ALL INVOICES MUST BE RECEIVED WITHIN 90 DAYS OF THE COMPLETION OF EACH DELIVERY TO BE VALID FOR PAYMENT.

Date	Requestor	Job Code	Cost Code	Terms: 60 Days			
ITEM	MATERIAL, SERVICE, DESCRIPTION OF WORK			QTY	UNIT	PRICE	AMOUNT
	Per RFQ #						
Flow Downs Representalons and Certifications are part of the terms of this agreement and must be completed and signed to be valid.							
Total					Not to Exceed		

Explanation/Justification:

*For Environmental Restoration Use:*

Vendor \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**TERMS & CONDITIONS - ENVIRONMENTAL RESTORATION, LLC**

**AS CONTRACTOR, WHEN DEFINED AS SUCH, ON FACE OF THIS ORDER TERMS AND CONDITIONS OF PURCHASE**

- 1. DEFINITIONS:** "Purchaser" is defined here in as ENVIRONMENTAL RESTORATION, LLC and "Seller" is defined as the person, firm or corporation to whom this order is issued. The word "Materials" means any materials, machinery, equipment, article, item or services provided for in this order.
- 2. ACCEPTANCE:** This order, whether placed pursuant to Seller's quotation or otherwise, is placed only upon the express understanding that Seller's acceptance shall constitute acceptance of all of the terms and conditions specified herein. Any terms or conditions in Seller's quotation, acknowledgment, invoice or other forms which may add to, alter or differ from the terms and conditions specified herein shall not be considered as accepted by or binding upon Purchaser unless Purchaser expressly agrees to such terms or conditions in writing, nor shall such terms or conditions in any way operate to modify or change the full effect of the terms and conditions specified herein. This order shall be deemed accepted on the terms and conditions set forth herein by return of the enclosed acknowledgment copy, by return of Seller's invoice or by return of a separate written acknowledgment by Seller, (neither of which shall not alter, modify or amend any of the terms or conditions of this purchase order,) or by shipment of the materials with accompanying packing list or by performance of the work covered hereby, or by any combination of these events.
- 3. SHIPMENT:** If upon receipt of this order or at any time thereafter it is found that the materials called for cannot be shipped (and/or the work called for cannot be completed) within the time specified in this order, advice must be given immediately to the Purchaser, 1886 Fabick Dr, St. Louis, MO 63026, by mail, fax or telegraph, of the best delivery (and/or completion date) possible. Failure to make shipment (and/or completion) on or before the date specified in this order shall entitle Purchaser at its option to cancel the order, without prejudice to any other rights Purchaser may have as a result thereof, provided that Purchaser's remedy shall be limited to cancellation of this order if Seller's failure to make delivery and/or to complete the order within the time specified is due to acts of God, fire, earthquake, flood, strike, acts of government or the public enemy, or other similar causes beyond Seller's control.
- 4. IMPROPER DELIVERY:** Materials delivered in error will be returned at Seller's expense.
- 5. PACKAGING:** All packing, boxing, crating or cartage, unless otherwise stated herein, shall be deemed to be included in the price of the materials provided for in this purchase order and no extra charge will be allowed therefore. Damage to any materials, not packed to insure proper protection will be charged to Seller.
- 6. PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS:** The Seller shall defend at its expense and hold harmless Purchaser, its subsidiaries, agents, customers and users from any and all loss, damages or liability (including legal expense) for or on account of, or resulting from any claim of infringement of any existing or future patents, copyrights, or trademarks, or violation of any trade secrets, with respect to any of the items furnished under this Purchase Order. The fact that Purchaser furnishes specifications to Seller with respect to any of the items, shall neither relieve the Seller from its obligations hereunder nor limit the Seller's liability therefore, nor shall the same be deemed to constitute an undertaking by Purchaser to hold Seller harmless against any such claim which arises out of compliance with the specifications.
- 7. INSPECTION:** All inspections and tests shall be made as required by the specifications issued by Purchaser, and copies of all test reports, test date, etc., in the number specified by the order shall be forwarded by Seller to Purchaser, at 1886 Fabick Dr, St. Louis, MO 63026. All materials purchased under this order shall be subject to inspection at the option of Purchaser, by Purchaser and/or Owner, at all reasonable times and places, both before, during and after manufacture, completion or delivery and Seller shall advise Purchaser ten days in advance, when the materials are ready for inspection. No such inspection, and no failure to inspect, shall relieve Seller of any responsibility or liability with respect to such materials nor be interpreted in any way to imply acceptance thereof by Purchaser, or imply waiver of any of the terms and conditions of this purchase.
- 8. WARRANTIES:** All materials furnished by Seller pursuant to this order shall conform to the specifications, drawings, performance requirements, operation standards, designs or other descriptions contained in this order or furnished Seller thereof, shall be merchantable, of new and good material and good workmanship, free from defect in design, workmanship and material, and fit for the purpose intended. If any materials furnished by Seller do not comply with the foregoing warranties, and each of them, Purchaser shall have, in addition to all other remedies given by law, the right, within 18 months from date of shipment or 12 months from date of completion of the plant, whichever is shorter, either before or after payment, to refuse or revoke acceptance, to require Seller to repair or replace the materials at Seller's sole cost and expense, or to replace or repair the materials at Seller's sole cost and expense. Purchaser shall not be deemed to have waived any rights by allowing or requiring Seller to cure a breach of warranty by repair or replacement of materials or by itself repairing or replacing materials. The foregoing shall also incur to the benefit of Owner. The foregoing warranties of merchantability and fitness for the purpose intended are in addition to and not in lieu of any express warranties extended by Seller.
- 9. SPECIFICATIONS:** Purchaser reserves the right at any time to make changes in specifications, drawings, operating standards, performance requirements, designs or other descriptions contained in this order or otherwise supplied Seller therefore. If such changes cause Seller an increase or decrease either in cost or time of performing this order, then an equitable adjustment in price and/or delivery date shall be made and this order shall be modified in writing accordingly. Seller shall make no substitutions under this order except upon the specific written authority of Purchaser.
- 10. INDEMNIFICATION:** Seller agrees to indemnify and hold Purchaser harmless from any and all claims and liability, including expenses, including but not limited to, legal fees and court costs, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees in the performance of this order and defend at Seller's expense all suits or proceedings arising out of any of the foregoing. If work or services under this order are to be performed within the premises occupied or controlled by Purchaser or a customer of Purchaser, then Seller agrees as follows: (a) to accept the premises in their present condition as safe and satisfactory for the work or services to be performed; (b) to hold Purchaser and its customers harmless from all injuries, damages, and claims arising from such performance; (c) claims for damages, personal injury, or death to employees of Seller, Purchaser, or its customers, or any other persons, which may arise from performance of work or services covered by this order, whether performed by Seller or any subcontractor, or anyone directly or indirectly employed by either of them; and (d) to file certificates of such insurance with Purchaser, and to obtain Purchaser's approval of the adequacy of protection whenever so required.
- 11. INSURANCE COVERAGE:** If services are required to be performed hereunder, Seller shall provide and maintain the minimum amounts of insurance set forth below unless otherwise required by Purchaser:
  - Minimum of \$ 1,000,000.00 Comprehensive General Liability Insurance
  - Minimum of \$ 1,000,000.00 Automobile Liability Insurance
  - Workers Compensation Insurance - Statutory
  - Environmental Restoration, LLC, shall be named as additional insured
  - A waiver of subrogation in favor of the additional insured
  - Requirement that Environmental Restoration, LLC be notified in writing a minimum of 30 days prior to any change in, or cancellation of any or all of policy
  - Date of certificate must be current and dated within 30 days of receipt by ER
- 12. TAXES:** Seller hereby accepts exclusive liability for, and agrees to indemnify Purchaser against liability for, the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the Government of the United States and/or by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by seller on work in performing this order.
- 13. FORCE MAJEURE:** Neither party shall be liable for or deemed in breach hereof because of any delay in the performance of its obligations to the extent caused by circumstances beyond its control and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, terrorism, biological warfare, labor strikes, adverse weather conditions, or acts of God.

**14. CONFIDENTIAL INFORMATION:** Seller shall not disclose to any third party or use any confidential information concerning this Purchase Order or other material intended for use therewith without first obtaining the written consent of Purchaser. The Purchaser shall retain title at all times to such drawings, specifications, samples and other material, all of which, including copies thereof, upon request or upon completion of this order, shall be promptly returned to Purchaser. Any knowledge or information which Seller may disclose to Purchaser in connection with the purchase of any of the items shall not, unless otherwise specifically agreed upon in writing by Purchaser, be deemed to confidential information and shall be acquired free from any restriction as part of the consideration for this Purchase Order.

**15. INVOICES:** The invoice shall be dated and prepared on Seller's letterhead or standard invoice form and include, at minimum, the following information: (1) The Purchase Order number; (2) the quantity and description of Materials furnished, including dates of performance; (3) the unit price and total price for each element of cost, as well as the total invoice amount claimed, and; (4) copies of backup documentation to support costs invoiced. The invoice shall be submitted to the address indicated on the face of this Purchase Order. Reimbursement will be made within 60 days after Purchaser's receipt of acceptable invoice. There shall be no interest or fee assessed for delayed payments. Any Seller discount period payment terms begin upon Purchaser's receipt of an acceptable invoice.

**16. TERMINATION:** The Purchaser reserves the right to terminate this Purchase Order, or any part hereof, for its sole convenience. In the event of such termination, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Purchase Order, the Seller shall be paid a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Seller can demonstrate to the satisfaction of the Purchaser using its standard record keeping system, have resulted from the termination. The Seller shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Purchaser any right to audit the Seller's records. The Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**17. TERMINATION FOR CAUSE:** The Purchaser may terminate this Purchase Order, or any part hereof, for cause in the event of any default by the Seller, or if the Seller fails to comply with any Purchase Order terms and conditions, or fails to provide the Purchaser, upon request, with adequate assurances of future performance. In the event of termination for cause, the Purchaser shall not be liable to the Seller for any amount for supplies or services not accepted and the Seller shall be liable to the Purchaser for any and all rights and remedies provided by law. If it is determined that the Purchaser improperly terminated this Purchase Order for default, such termination shall be deemed a termination for convenience.

**18. DISPUTES:** Any dispute concerning a question of fact arising under this Purchase Order which is not disposed of by agreement shall be decided by Purchaser. Such decision shall be reduced to writing and a copy thereof furnished to Seller. The decision shall become final unless Seller notifies Purchaser in writing that it disagrees with said decision within 30 days of receipt of the decision. Pending a final decision of a dispute hereunder or appeal thereof, Seller shall diligently proceed with performance hereunder in accordance with the decision of Purchaser.

Seller may appeal a final decision by using alternative dispute resolution (ADR) procedures, which can avoid the acrimony normally resulting from adversarial litigation. The parties will first try to resolve any conflict by negotiating promptly in face-to-face negotiations conducted by a senior procurement representative of the Purchaser. If not resolved within 60 days, then the parties will agree upon a mini-trial process with the selection of a neutral advisor who will mediate the proceedings and if necessary, furnish an impartial said agreement. If mutual agreement by the disputing parties cannot be reached, the impartial opinion rendered by the neutral advisor will be binding. All expenses such as the cost of the neutral advisor or the hearing facility will be shared equally.

**19. COMPLIANCE WITH LAW:** Seller shall in the performance of the Purchase Order comply with all applicable laws, executive orders, regulations, ordinances, proclamations, demands and regulations of the Government, or of any state or local government authority which may now or hereafter govern performance hereunder.

**20. GOVERNING LAW:** This order shall be governed and constructed according to the laws of Missouri.

**21. ENTIRE AGREEMENT:** This Purchase Order and any attachments hereto constitutes the entire agreement and exclusive statement of terms between the parties with respect to the purchase and sale of the items hereunder and supersedes all previous communications, representations, or agreements between the parties with respect thereto. No alteration, modification or amendment of any of the provisions hereof shall be binding unless in writing and signed by Purchaser's authorized procurement representative.

END  
Revised 01/02/14



## TERMS AND CONDITIONS INSURANCE REQUIREMENTS

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Subcontractor/vendor/supplier shall supply ER with a certificate of insurance listing ER as additional insured **prior to performing any on-site services**. These MUST be on file with the Response Manager and Field Cost Accountant before any work is performed.

Minimum Insurance Requirements per subcontractor to Environmental Restoration, LLC:

- Minimum of \$1,000,000.00 Comprehensive General Liability Insurance
- Minimum of \$1,000,000.00 Automobile Liability Insurance
- Workers Compensation Insurance – Statutory
- Environmental Restoration, LLC, shall be named as additional insured
- A waiver of subrogation in favor of the additional insured
- Requirement that Environmental Restoration, LLC be notified in writing a minimum of 30 days prior to any change in, or cancellation of any or all of policy
- Date of certificate must be current and dated within 30 days of receipt by ER



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**BUSINESS CLASSIFICATION CERTIFICATION**

Please review the business classifications defined on the attachment and complete the certification below. Check all categories, which apply to your business, sign, and date the certification.

Please return the completed certification (This page and the IRS Form W-9 attached) as soon as possible.

Today's Date:

\_\_\_\_\_

Complete Company Name:

\_\_\_\_\_

Company Address:

\_\_\_\_\_

Phone:

Fax:

\_\_\_\_\_

Completed By:

Title:

\_\_\_\_\_

Federal Taxpayer ID #:

DUNS #:

\_\_\_\_\_

Social Security #:

*(if you do not have Taxpayer ID #)*

\_\_\_\_\_

**CHECK ALL THAT APPLY**

Large Business	<input type="checkbox"/>	Veteran-Owned Small Business	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	Service-Disabled Veteran Owned	<input type="checkbox"/>
Women Owned Small Business	<input type="checkbox"/>	Small Disadvantaged Business	<input type="checkbox"/>
Certified HUBZone Small Business <i>(Please provide certification)</i>	<input type="checkbox"/>		

If Small Disadvantaged Business, has it been certified as such by the SBA? YES  NO

If Small Business, please list NAICS codes that apply:

\_\_\_\_\_

**CLAUSES INCORPORATED BY REFERENCE**

Except as otherwise provided herein, the SUBCONTRACTOR shall be bound by all applicable terms of the clauses issued by the Government (both in full text and referenced), which are included herein and made a part of this Agreement. Those clauses which are incorporated herein by reference shall have the same force and effect as if they were given in full text. Specifically, note that compliance with the Service Contract Act (SCA) and Davis Bacon Act (DBA) is required. Weekly submittal of certified payroll is required on DBA work.

The following Contract Clauses are by this reference incorporated herein, and Subcontractor agrees to incorporate the requirements of this Provision and the Clauses listed herein into any lower-tier subcontract or purchase orders.

**Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts**

NUMBER	DATE	TITLE
FAR 52.202-1	JAN 2012	DEFINITIONS
FAR 52.203-3	APR 1984	GRATUITIES
FAR 52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
FAR 52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
FAR 52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
FAR 52.203-8	JAN 1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
FAR 52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
FAR 52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
FAR 52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
FAR 52.203-15	JUN 2010	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
FAR 52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
FAR 52.204-7	AUG 2012	CENTRAL CONTRACTOR REGISTRATION
FAR 52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006) DEVIATION
FAR 52.204-10	AUG 2012	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
FAR 52.208-9	OCT 2008	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
FAR 52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) DEVIATION
FAR 52.209-9	FEB 2012	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
FAR 52.210-1	APR 2011	MARKET RESEARCH
FAR 52.215-2	OCT 2010	AUDIT AND RECORDS—NEGOTIATION
FAR 52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
FAR 52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
FAR 52.215-11	AUG 2011	PRICE REDUCATION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS
FAR 52.215-12	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA DEVIATION
FAR 52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS
FAR 52.215-14	NOV 2011	INTEGRITY OF UNIT PRICES
FAR 52.215-15	OCT 2010	PENSION ADJUSTMENT AND ASSET REVERSIONS
FAR 52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
FAR 52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
FAR 52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP
FAR 52.216-4	JAN 1997	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL
FAR 52.216-7	JUN 2011	ALLOWABLE COST AND PAYMENT
FAR 52.216-18	OCT 1995	ORDERING
FAR 52.216-19	OCT 1995	ORDER LIMITATIONS
FAR 52.216-22	OCT 1995	INDEFINITE QUANTITY
FAR 52.216-24	APR 1984	LIMITATION OF GOVERNMENT LIABILITY
FAR 52.216-29	FEB 2007	TIME AND MATERIALS/LABOR – HOUR PROPOSAL REQUIREMENTS
FAR 52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
FAR 52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
FAR 52.219-4	JAN 2011	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
FAR 52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
FAR 52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
FAR 52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
FAR 52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
FAR 52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
FAR 52.222-3	JUN 2003	CONVICT LABOR
FAR 52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)

**Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts**

NUMBER	DATE	TITLE
FAR 52.222-6	JUL 2005	DAVIS BACON ACT
FAR 52.222-7	FEB 1988	WITHHOLDING OF FUNDS
FAR 52.222-8	JUN 2010	PAYROLLS AND BASIC RECORDS
FAR 52.222-9	JUL 2005	APPRENTICES AND TRAINEES
FAR 52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
FAR 52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
FAR 52.222-12	FEB 1988	CONTRACT TERMINATIONS - DEBARMENT
FAR 52.222-13	FEB 1988	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS
FAR 52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
FAR 52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
FAR 52.222-16	FEB 1988	APPROVAL OF WAGE RATES
FAR 52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-23	FEB 1999	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION
FAR 52.222-26	MAR 2007	EQUAL OPPORTUNITY
FAR 52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
FAR 52.222-35	SEP 2010	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS DEVIATION
FAR 52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
FAR 52.222-37	SEP 2010	EMPLOYMENT REPORTS ON DISABLE VETERANS AND VETERANS OF THE VIETNAM ERA
FAR 52.222-39	DEC 2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
FAR 52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
FAR 52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965
FAR 52.222-42	MAY 1989	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
FAR 52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
FAR 52.222-44	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT
FAR 52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
FAR 52.222-54	JUL 2012	EMPLOYMENT ELIGIBILITY VERIFICATION
FAR 52.223-2	MAY 2012	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS
FAR 52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
FAR 52.223-6	MAY 2001	DRUG-FREE WORKPLACE
FAR 52.223-7	JAN 1997	NOTICE OF RADIOACTIVE MATERIALS
FAR 52.223-9	MAY 2008	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS
FAR 52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
FAR 52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
FAR 52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
FAR 52.224-2	APR 1984	PRIVACY ACT
FAR 52.225-3	MAY 2012	BUY AMERICAN ACT – NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT
FAR 52.225-9	SEP 2010	BUY AMERICAN ACT – CONSTRUCTION MATERIALS
FAR 52.225-11	MAY 2012	BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
FAR 52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR 52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES
FAR 52.226-6	MAR 2009	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS
FAR 52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
FAR 52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PAYMENT AND COPYRIGHT INFRINGEMENT
FAR 52.227-3	APR 1984	PATENT INDEMNITY
FAR 52.227-4	DEC 2007	PATENT INDEMNITY – CONSTRUCTION CONTRACTS
FAR 52.227-11	DEC 2007	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR
FAR 52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL
FAR 52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL ALTERNATE I
FAR 52.227-14	DEC 2007	RIGHTS IN DATA –GENERAL ALTERNATE II
FAR 52.227-14	DEC 2007	RIGHTS IN DATA –GENERAL ALTERNATE III
FAR 52.227-14	DEC 2007	RIGHTS IN DATA –GENERAL ALTERNATE V
FAR 52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
FAR 52.227-17	DEC 2007	RIGHTS IN DATA
FAR 52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
FAR 52.228-7	MAR 1996	INSURANCE—LIABILITY TO THIRD PERSONS
FAR 52.228-11	JAN 2012	PLEDGES OF ASSETS
FAR 52.228-15	OCT 2010	PERFORMANCE AND PAYMENT BONDS
FAR 52.229-1	APR 1984	STATE AND LOCAL TAXES
FAR 52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES

Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts

NUMBER	DATE	TITLE
FAR 52.230-2	MAY 2012	COST ACCOUNTING STANDARDS
FAR 52.232-1	APR 1984	PAYMENTS
FAR 52.232-7	FEB 2007	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR 52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR 52.232-11	APR 1984	EXTRAS
FAR 52.232-17	OCT 2010	INTEREST
FAR 52.232-18	APR 1984	AVAILABILITY OF FUNDS
FAR 52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
FAR 52.232-20	APR 1984	LIMITATION OF COST
FAR 52.232-22	APR 1984	LIMITATION OF FUNDS
FAR 52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
FAR 52.232-25	OCT 2008	PROMPT PAYMENT
FAR 52.232-32	APR 2012	PERFORMANCE-BASED PAYMENTS
FAR 52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION DEVIATION
FAR 52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION DEVIATION
FAR 52.232-99	AUG 2012	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
FAR 52.233-1	JUL 2002	DISPUTES
FAR 52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
FAR 52.233-3	AUG 1996	PROTEST AFTER AWARD
FAR 52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
FAR 52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
FAR 52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
FAR 52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
FAR 52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF WORK
FAR 52.237-3	JAN 1991	CONTINUITY OF SERVICES
FAR 52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
FAR 52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
FAR 52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
FAR 52.242-13	JUL 1995	BANKRUPTCY DEVIATION
FAR 52.243-1	APR 1984	CHANGES – FIXED PRICE ALTERNATE I
FAR 52.243-3	SEP 2000	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS
FAR 52.243-7	APR 1984	NOTIFICATION OF CHANGES
FAR 52.244-2	OCT 2010	SUBCONTRACTS
FAR 52.244-2	OCT 2010	SUBCONTRACTS (MAR 2005) ALTERNATE I
FAR 52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
FAR 52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
FAR 52.245-1	APR 2012	GOVERNMENT PROPERTY
FAR 52.245-2	APR 2012	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES
FAR 52.245-9	APR 2012	USE AND CHARGES
FAR 52.246-4	AUG 1996	INSPECTION OF SERVICES (FIXED PRICE)
FAR 52.246-11	FEB 1999	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
FAR 52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
FAR 52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
FAR 52.247-67	FEB 2006	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT
FAR 52.248-1	OCT 2010	VALUE ENGINEERING
FAR 52.249-2	APR 2012	TERMINATION FOR CONVENIENCE (FIXED PRICE)
FAR 52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
FAR 52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE I (SEP 1996)
FAR 52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICES)
FAR 52.249-14	APR 1984	EXCUSABLE DELAYS
FAR 52.250-1	APR 1984	INDEMNIFICATION UNDER PUBLIC LAW 85-804
FAR 52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
FAR 52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
FAR 52.252-4	APR 1984	ALTERATIONS IN CONTRACT
FAR 52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
FAR 52.253-1	JAN 1991	COMPUTER GENERATED FORMS
EP 52.000-000	NOV 1994	NOTICE REGARDING PROHIBITED SUBCONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACT
EP 52.219-110	APR 1990	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS
EP 52.219-115	JUL 1991	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES
EP 52.222-120		PAYROLLS AND BASIC RECORDS
EP 52.242-310	OCT 1991	ANNUAL ALLOCATION OF NON-SITE COSTS

**Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts**

NUMBER	DATE	TITLE
EP-S 97-1	MAY 1999	ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
EPAAR 1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
EPAAR 1552.208-70	DEC 2005	PRINTING
EPAAR 1552.209-71	MAY 1994	ORGANIZATIONAL CONFLICTS OF INTEREST
EPAAR 1552.209-73	MAY 1994	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL
EPAAR 1552.209-74	APR 2004	LIMITATION OF FUTURE CONTRACTING (TCRR) ALTERNATE
EPAAR 1552.211-79	JAN 2012	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT
EPAAR 1552.216-72	APR 1984	ORDERING-BY DESIGNATED ORDERING OFFICERS
EPAAR 1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
EPAAR 1552.229-70	NOV 1989	STATE AND LOCAL TAXES
EPAAR 1552.232-70	JUN 1996	SUBMISSION OF INVOICES
EPAAR 1552.232-73	OCT 2000	PAYMENTS-FIXED RATE SERVICES CONTRACT
EPAAR 1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
EPAAR 1552.235-71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.235-77	DEC 1997	DATE SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.235-78	DEC 1997	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.235-79	APR 1996	RELEASE OF SUBCONTRACTOR CONFIDENTIAL BUSINESS INFORMATION DEVIATION
EPAAR 1552.237-74	APR 1984	PUBLICITY
EPAAR 1552.237-75	APR 1984	PAPERWORK REDUCTION ACT
EPAAR 1552.242-70	APR 1984	INDIRECT COSTS
EPAAR 1552.245-70	SEP 2009	GOVERNMENT PROPERTY

**AFFIRMATIVE ACTION / EQUAL OPPORTUNITY**

- The equal opportunity clause prescribed by Executive Order 11246, as amended by Executive Order 11375, as implemented in Title 41 CFR, Section 60-1.4 is incorporated herein by specific reference and is applicable to orders amounting to \$10,000 or more.
- The affirmative action clause prescribed by the Vietnam Era Readjustment Assistance Act of 1974 and set forth in Title 41, CFR, Section 60-250.4 relating to the affirmation action program for disabled veterans and veterans for the Vietnam Era is incorporated herein by specific reference.
- The minority business enterprise's requirements of Executive Order 11625 are incorporated herein by specific reference.
- The affirmative action clause prescribed by Executive Order 11758 and set forth in Title 41 CFR, Section 60-741.4 relating to the affirmative action program for the handicapped is incorporated herein by specific reference.

**CERTIFICATIONS**

- Occupational Safety and Health Act: Contractor shall observe and comply with the Federal Occupational Safety and Health Act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority therefore, and with all applicable state occupational safety and health laws and regulations. Contractor and any subcontractor hereunder shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety. This provision shall also be included in any contracts with subcontractors.
- Affirmative Action Plan: If Contractor has 50 or more employees and the contracts of Sale are in an amount of \$50,000 or more, the Contractor may be required under Section 60-1.40 of Title 41 CFR to develop a written affirmative action compliance program for each of its establishments. If the Contractor is so required, it agrees to do so within 120 days from the commencement of a contract and maintain such program until such time as it is no longer required by law or regulation.

**PROHIBITION OF SEGREGATED FACILITIES**

- Segregated Facilities: As used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employees custom. The term does not include separate or single user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- The Subcontractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The Subcontractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- This clause shall be included in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**REPORTING OF EXECUTIVE COMPENSATION AND FIRST –TIER SUBCONTRACT AWARDS UNDER THE FEDERAL ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 AMENDED (FAR 52.204-10)**

- The rule applies to all contracts valued at \$25,000 or more, including commercial item contracts, commercially available off-the-shelf (COTS) item contracts, and contracts with small business concerns.
- Both prime contractors and first-tier subcontractors must report the names and total compensation of their five highest compensated executives, if during the preceding completed fiscal year, the contractor received:
  - 80% or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants and (sub grants) and cooperative agreements; **AND**
  - The company received \$25 million or more of its annual gross revenues from Federal contracts and (subcontracts), loans, grants (and sub grants) and cooperative agreements; **AND**
  - The company does not already publicly report executive compensation through SEC or IRS; **AND**
  - This contract or subcontract is valued at \$25,000.00 or more;
- Any contractor or subcontractor meeting all four of the above criteria **must** report its executive compensation.
- Prime contractors are responsible for reporting subcontractor executive compensation information via the FSRS system.



**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS  
(NON-COMMERCIAL ITEMS – GOVERNMENT PROGRAMS)**

The offeror represents and certifies as part of its proposal / quotation that: (Check or complete all applicable boxes or blocks);

**1. Taxpayer Identification (FAR 52.204-3)**

**A. Definitions:**

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

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or Employer Identification Number.

B. All offerors must submit the information required in paragraphs (D) through (F) of this provision to comply with debt collection requirements of 31 U.S.C. 770(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in 31 percent reductions of payment otherwise due under the contract.

C. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offerors relationship with the government (31 U.S.C. 7701(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.

**D. Taxpayer Identification Number (TIN).**

- i.  TIN: \_\_\_\_\_
- ii.  TIN has been applied for:
- iii.  TIN is not required because: \_\_\_\_\_
- iv.  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.
- v.  Offeror is an agency or instrumentality of a foreign government;
- vi.  Offeror is an agency or instrumentality of a Federal, state or local government;
- vii.  Other. State basis; \_\_\_\_\_

**E. Type of Organization.**

- i.  Sole proprietorship
- ii.  Partnership
- iii.  Corporate Entity (not Tax-Exempt)
- iv.  Corporate Entity (Tax-Exempt)
- v.  Government Entity (Federal, State or Local)
- vi.  International Organization per 26 CFR 1.6049-4
- vii.  Other. \_\_\_\_\_

**F. Common Parent.**

- i.  Offeror is not owned or controlled by a common parent as defined in paragraph A of this provision or
- ii.  Name and TIN of Common Parent: \_\_\_\_\_

**2. Certification Regarding Debarment, Suspension, Etc. (FAR 52.209-5)**

The offeror certifies, to the best of its knowledge and belief, that:

**A. The offeror and / or any of its principals:**

- i. Are  Are not , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;



- ii. Have  Have not , with-in 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 offerors; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and,
  - iii. Are  Are not , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses.
- B. The offeror has  has not , within a 3-year period preceding this offer, had one of more federally-funded contracts/subcontracts terminated for default.
3. Small-Business Program Representations (FAR 52.219-1) (May 2001) *(see definitions below)*
- A. The small business size standard is \_\_\_\_\_
  - B. The offeror represents as part of its offer that it  is,  is not a small business concern.
  - C. *(Complete only if the offeror is a small business concern as indicated in 3.A.ii)*  
The offeror represents as part its offer that it  is,  is not a women-owned small business concern.
  - D. *(Complete only if the offeror is a small business concern as indicated in 3.A.ii)*  
The offeror represents as part of its offer that  is,  is not veteran-owned small business concern.
  - E. *(Complete only if the offeror is a small business concern as indicated in 3.A.ii)*  
The offeror represents as part of its offer that  is,  is not a service-disabled veteran-owned small business concern.
  - F. Definitions:  
Small business concern;  
A concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121.  
  
Women-owned small business concern;
    - 1. Business is a small business concern and,
    - 2. Not less than 51 percent of which is owned by one or more women or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and,
    - 3. The management and daily business operations of which are controlled by one or more women.Veteran-owned small business concern;
    - 1. Business is a small business concern and,
    - 2. Not less than 51 percent of which is owned by one or more veterans as defined in 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and,
    - 3. The management and daily business operations of which are controlled by one or more veterans.Service-disabled veteran-owned small business concern;
    - 4. Business is a small business concern and,
      - 5. Not less than 51 percent of which is owned by one or more service-disable veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disable veterans; and,
      - 6. The management and daily business operations of which are controlled by one or more service-disable veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran and
      - 7. Service-disable veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 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 fine, imprisonment, or both;
- 2. Be subject to administrative remedies, including suspension and debarment; and
- 3. Be ineligible for participation in program conducted under the authority of the Act.

HUBZone *(Complete only if the offeror is a small business concern as indicated in 3.A.ii)*  
The offeror represents, as part of its offer, that;



- A. It is  It is not  a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- B. It is  It is not  a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.
- C. Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.
- D. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- E. Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

*(Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision).*

The offeror shall check the category in which its ownership falls:

- \_\_\_\_\_ Black American
- \_\_\_\_\_ Hispanic American
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- \_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

**5. Historically Black College or University and Minority Institution Representation (FAR 52.226-2);**

- A. Definition as used in this provision: Historically black college or university means an institution determined by the Secretary of Deduction to meet the requirement of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirement of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- B. The offeror represents that:

It is  It is not  a historically black college or university;

It is  It is not  a minority institution.

**Previous Contracts and Compliance Reports (FAR 52.222-22) (\$10,000 and 50 or more Employees)**

The offeror represents that:

- A. It has  It 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  It has not  filed all required compliance reports; and,
- C. Representations-indicating submission of required reports, signed by the offerors proposed subcontractors, will be obtained before subcontract award.

**6. Affirmative Action Compliance (FAR 52.222-25) (\$10,000 and 50 or more Employees)**

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 602); or

- B. It  has not previously had contracts/subcontract subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
7. Clean Air and Water Certification (FAR 52.223-1) (\$100,000)  
The offeror certifies that:
- A. Any facility to be used in the performance of this proposed subcontract is  , is not  listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. The offeror will immediately notify the Contractor, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the offeror proposes to use for the performance of the subcontract is under consideration to be listed on the EPA List of Violating Facilities; and,
- C. The offeror will include a certification substantially the same as this certification, including this paragraph, in every non-exempt sub-subcontract.
8. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11) (\$100,000)
- A. The definitions and prohibitions contained in this clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The offeror, by signing its offer, hereby certifies, to the best of its knowledge and belief, that on or after December 23, 1989:
- i. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on his or her behalf, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
  - ii. If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, on his or her behalf, in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LL, Disclosure of Lobbying Activities, to the Contractor; and,
  - iii. The offeror will include the language of this certification in all subcontract awards at any tier and require that all recipients of the subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a pre-requisite for making or entering into this subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
9. Disclosure of Ownership or Control by the Government of a Terrorist Country (DEARS 252.209-7001) (SEP 1994)
- A. Definitions. As used in this provision:
- i. A Government of a terrorist country includes the state and the government of a terrorist county, as well as any political subdivision, agency or instrumentality thereof.
  - ii. A terrorist county means a county determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. A.P. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
  - iii. A significant interest means:
    - a. Ownership of or beneficial interest in 5 percent or more of the firms or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firms securities in a nominee shares, a
    - b. Holding a management position in the firm, such as director or officer;
    - c. Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
    - d. Ownership of 10 percent or more of the assets of a firm such as equipment, real estate, or other tangible assets of the firm; or
    - e. Holding 50 percent or more of the indebtedness of a firm.



- B. Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.
- C. Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary, the disclosure shall include:
  - a. Identification of each government holding significant interest; and
  - b. A description of the significant interest held by each government.

**10. Prohibition on Obligating or Awarding Federal Funds to ACORN**

The offeror certifies, to the best of its knowledge and belief, that:

A. The offeror and / or any of its principals:

- i. Are  Are not , presently affiliated with ACORN, any of its affiliates, subsidiaries, or allied organizations.
- ii. The offeror agrees to comply with to comply with section 163 of the Continuing Appropriations Resolutions, 2010, Division B of Pub. L No. 111-68 (CR), which states
  - 1. SEC. 163 None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

**This is to certify, to the best of my knowledge and belief that the representations and certifications made herein by the offeror are accurate and current as of the date indicated below.**

**Offeror:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Name of Person Authorized to Sign:** \_\_\_\_\_  
*(Printed)*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

I hereby certify that to the best of my knowledge, my company has reported to Environmental Restoration, LLC any known conflicts of interest, whether organizational or personal, associated with this work assignment/task order/delivery order.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**CONFIDENTIALITY AGREEMENT**

I, recognize that during my employment, I may perform work in accordance with the Environmental Protection Agency ("EPA") Contracts where I may have access to data, either provided by the Government or generated during the project, which is of a sensitive nature and which would not be released to the public without EPA approval.

Therefore I agree NOT to disclose, either in whole or in part, to any entity external to EPA, the Department of Justice or to Environmental Restoration LLC, any information or technical data provided by the Government or generated by Subcontractor personnel; any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer.

This agreement shall last for the life of the contract and to continue for a period of five (5) year after the completion of the contract.

Dated this day of \_\_\_\_\_, 20\_\_.

Offeror: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name of Person Authorized to Sign: \_\_\_\_\_  
(Printed)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**REPORTING OF EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS UNDER THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

As a prime contractor to the U. S. Government, in accordance with Public Law 109-282, U.S.C. § 6101 and FAR 52.204-10, ER is required to obtain and post information at [www.fsrs.gov](http://www.fsrs.gov) regarding all first-tier subcontracts meeting the criteria listed below:

- Both prime contractors and first-tier subcontractors must report the names and total compensation of their five highest compensated executives (*executives including officers, managing partners or any other employees in management positions*), if **during the preceding completed fiscal year**, the sub received:
  - A. 80% or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants and (sub grants) and cooperative agreements; **AND**
  - B. The company received \$25 million or more of its annual gross revenues from Federal contracts and (subcontracts), loans, grants (and sub grants) and cooperative agreements; **AND**
  - C. The company does not already publicly report executive compensation through SEC or IRS; **AND**
  - D. This contract or subcontract is valued at \$25,000.00 or more;
- Any contractor or subcontractor meeting all of the above criteria **must** report its executive compensation.

If subcontracts meet the above criteria and are not exempt, ER must gather subcontractor's information of the following and post to the [www.fsrs.gov](http://www.fsrs.gov). Please be aware that all information collected on the FSRS website will be visible on a public website at [www.USASpending.gov](http://www.USASpending.gov).

Required information is as follows:

- The name and DUNS Number of the subcontractor and its parent
- The date and amount of the subcontract award
- A general description of the products or services
- The subcontract number
- The subcontractor's address and place of performance
- The the names and total compensation of their five highest compensated executives (*executives including officers, managing partners or any other employees in management positions*).
- The prime contract and order number
- The applicable NAICS code

Therefore the following page will document the required information.

In order to comply with government regulations this company requires these documents be requested from government and non government vendors on an equal basis.

We want you to receive payment as soon as possible, but we regret that we cannot release payment until all needed items and signatures are received.





When submitting your invoice(s), please note the following information:

- ER job code / PO# must be on all invoices
- Do not send multiple invoices to any office / Response Manager / Field Cost Accountant
- ALL invoices (1 copy ONLY) are to be mailed / submitted to:

Environmental Restoration, LLC



*Please help ensure the payment terms of the RFQ are maintained by following the guidelines above for timely invoice payment.*

Other information helpful for timely payment:

- ER job site name
- ER job site address
- Name of person that ordered product or service





**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8**  
***Request for Proposal G8-15***  
***Portal Opening and Support***  
***Due August 08, 2014 3PM Mountain Time***

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**Attachment D**  
**WAGE DETERMINATIONS**

General Decision Number: CO140022 04/04/2014 CO22

Superseded General Decision Number: CO20130022

State: Colorado

Construction Type: Highway

Counties: Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan and San Miguel Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	04/04/2014

\* CARP9901-009 05/01/2013

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 25.00	5.39

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ELEC0111-004 03/01/2013

	Rates	Fringes
ELECTRICIAN (Boom Truck Operator).....	\$ 21.71	8.66

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ENGI0009-016 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (3)- Drill Rig Caisson (smaller than Watson 2500 and similar).....	\$ 24.73	9.15
(4)-Mechanic La Plata County.....	\$ 24.88	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger).....	\$ 25.04	9.15

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SUCO2011-007 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only) Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma,		

Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....	\$ 18.57	5.38
La Plata.....	\$ 18.60	5.38
<b>CEMENT MASON/CONCRETE FINISHER</b>		
Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....	\$ 17.67	2.85
Chaffee.....	\$ 15.55	2.85
La Plata.....	\$ 18.99	2.85
Montrose.....	\$ 16.95	2.85
ELECTRICIAN.....	\$ 28.06	8.76
GUARDRAIL INSTALLER.....	\$ 12.78	3.31
<b>HIGHWAY/PARKING LOT STRIPING:</b>		
Truck Driver (Line Striping Truck).....	\$ 14.60	3.49
<b>HIGHWAY/PARKING LOT STRIPING:Painter.....</b>		
	\$ 12.90	3.07
<b>IRONWORKER, REINFORCING (Excludes Guardrail Installation).....</b>		
	\$ 16.94	6.77
<b>IRONWORKER, STRUCTURAL (Excludes Guardrail Installation).....</b>		
	\$ 16.76	6.01
<b>LABORER</b>		
Asphalt Raker		
Alamosa.....	\$ 17.53	3.75
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, San Juan, San Miguel.....	\$ 16.43	3.42
La Plata.....	\$ 15.38	3.12
<b>Common or General</b>		
Alamosa, Chaffee, Montezuma, Montrose.....	\$ 12.44	3.53
Archuleta, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Ouray, Rio Grande, Saguache, San Miguel.....	\$ 13.70	3.53
Fremont.....	\$ 15.19	3.00
La Plata.....	\$ 14.07	3.53
Mineral.....	\$ 14.84	3.53
<b>San Juan.....</b>	<b>\$ 13.73</b>	<b>3.53</b>
Concrete Saw (Hand Held)....	\$ 16.00	6.14
<b>Landscape and Irrigation</b>		
Alamosa, Archuleta,		

Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....\$ 14.02	3.16
La Plata.....\$ 13.54	3.16
Mason Tender- Cement/Concrete Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....\$ 14.59	3.10
Chaffee.....\$ 12.44	3.10
La Plata.....\$ 15.67	3.10
Traffic Control (Flagger)...\$ 9.42	3.21
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags)(Excludes Flaggers).....\$ 12.39	3.20
PAINTER (Spray Only).....\$ 17.54	3.52

**POWER EQUIPMENT OPERATOR:**

Asphalt Laydown Alamosa, La Plata.....\$ 22.67	8.72
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....\$ 23.13	8.64
Asphalt Paver.....\$ 22.67	8.72
Asphalt Plant.....\$ 17.23	4.07
Asphalt Roller Alamosa.....\$ 21.67	8.22
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....\$ 22.77	8.36
La Plata.....\$ 22.68	7.30
Montezuma.....\$ 22.67	8.72
Asphalt Spreader.....\$ 22.67	8.72
Backhoe/Trackhoe Alamosa.....\$ 21.03	3.75
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont,	

Gunnison, Hinsdale, La		
Plata, Montrose, Ouray,		
Rio Grande, Saguache, San		
Juan, San Miguel.....	\$ 19.75	3.75
Mineral.....	\$ 19.17	5.53
Montezuma.....	\$ 16.42	4.42
Backhoe/Trckhoe		
La Plata.....	\$ 19.79	5.13
<b>Bobcat/Skid Loader</b>		
Alamosa, Archuleta,		
Chaffee, Conejos, Custer,		
Delta, Dolores, Fremont,		
Gunnison, Hinsdale,		
Montezuma, Montrose,		
Ouray, Rio Grande,		
Saguache, San Juan, San		
Miguel.....	\$ 18.20	4.54
La Plata.....	\$ 19.98	4.88
Mineral.....	\$ 17.94	4.62
Broom/Sweeper		
Alamosa.....	\$ 20.67	9.22
Brooom/Sweeper		
Archuleta, Chaffee,		
Conejos, Custer, Delta,		
Dolores, Fremont,		
Gunnison, Hinsdale, La		
Plata, Mineral,		
Montezuma, Montrose,		
Ouray, Rio Grande,		
Saguache, San Juan, San		
Miguel.....	\$ 21.70	9.22
<b>Bulldozer</b>		
Alamosa, Archuleta,		
Chaffee, Conejos, Custer,		
Delta, Dolores, Gunnison,		
Hinsdale, Mineral,		
Montezuma, Montrose,		
Ouray, Rio Grande,		
Saguache, San Juan, San		
Miguel.....	\$ 23.28	9.22
Fremont.....	\$ 23.67	9.22
La Plata.....	\$ 23.57	8.72
Chipper.....	\$ 22.04	8.26
Crane		
Alamosa, Archuleta,		
Chaffee, Conejos, Custer,		
Delta, Dolores, Fremont,		
Gunnison, Hinsdale,		
Mineral, Montezuma,		
Montrose, Ouray, Rio		
Grande, Saguache, San		
Juan, San Miguel.....	\$ 25.01	8.22
La Plata.....	\$ 25.21	8.22
Drill.....	\$ 20.84	2.66
Forklift.....	\$ 18.30	5.01
Grade Checker.....	\$ 23.91	7.89
<b>Grader/Blade</b>		
Alamosa, Archuleta,		
Chaffee, Conejos, Custer,		
Delta, Dolores, Gunnison,		

Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, <b>San Juan</b> , San		
Miguel.....	\$ 16.39	4.20
Fremont.....	\$ 19.68	3.37
La Plata.....	\$ 19.83	4.20
Guardrail/Post Driver.....	\$ 16.07	4.41
<b>Loader (Front End)</b>		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio		
Grande, Saguache, <b>San Juan</b>	\$ 23.38	8.22
Fremont.....	\$ 23.67	9.22
La Plata.....	\$ 23.36	7.09
Montezuma.....	\$ 22.82	8.72
San Miguel.....	\$ 23.82	9.22
<b>Mechanic</b>		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montezuma, Montrose, Ouray, Rio		
Grande, Saguache, San		
Juan, San Miguel.....	\$ 16.74	4.20
Fremont.....	\$ 18.79	3.51
<b>Oiler</b>		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande,		
Saguache, San Juan.....	\$ 22.97	7.88
Fremont.....	\$ 22.97	8.56
La Plata.....	\$ 24.08	5.49
San Miguel.....	\$ 22.97	9.22
<b>Roller/Compactor (Dirt and Grade Compaction)</b>		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio		
Grande, Saguache, San		
<b>Juan</b> , San Miguel.....	\$ 19.24	4.96
Fremont.....	\$ 16.52	5.28
La Plata.....	\$ 18.33	2.98
Rotomill.....	\$ 16.28	4.41
Scraper.....	\$ 17.62	2.96
<b>Screed</b>		
Alamosa.....	\$ 20.33	6.81
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale,		

Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....	\$ 19.58	4.96
La Plata.....	\$ 17.86	2.75
Tractor.....	\$ 15.08	2.95

TRAFFIC SIGNALIZATION: Groundsman.....	\$ 17.04	2.28
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TRUCK DRIVER
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Distributor		
Alamosa.....	\$ 18.40	4.51
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....	\$ 17.62	5.27
Montezuma.....	\$ 15.80	5.27
Dump Truck		
Alamosa.....	\$ 14.15	3.83
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....	\$ 16.56	4.03
Fremont.....	\$ 16.55	4.34
La Plata.....	\$ 16.90	3.83
Mineral.....	\$ 16.97	4.61
Lowboy Truck.....	\$ 17.25	5.84
Mechanic.....	\$ 17.79	3.51
Multi-Purpose Specialty & Hoisting Truck.....	\$ 14.60	3.49
Pickup and Pilot Car		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....	\$ 14.04	3.49
La Plata.....	\$ 15.47	3.49
Semi truck		
Alamosa, Archuleta, Chaffee, Gunnison, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....	\$ 19.42	5.41
Semi Truck		
Conejos, Custer, Delta, Dolores, Fremont, Hinsdale, La Plata.....	\$ 17.25	5.41
Water Truck		

Alamosa.....	\$ 17.58	3.75
Archuleta, Chafee, Conjeos, Custer, Delta, Dolores, Gunnision, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, San Miguel, San Juan, Saguache.....	\$ 16.75	3.04
Fremont.....	\$ 16.15	3.14
La Plata.....	\$ 17.67	3.43
Montezuma.....	\$ 14.88	2.07

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.



## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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 WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION