

SERVICES SUBCONTRACTOR AGREEMENT

SERVICE AGREEMENT #: 22-014-SA02



DATE OF SERVICE AGREEMENT: 11/24/2022

CONTRACTOR

RICHARD GROUP LLC
566 W. Lake Street, Suite 100
Chicago, IL 60661
procurement@richardgroupllc.com
(847) 859-2751 Office
Todd Cruz
(847) 840-9357 Cell

SERVICE PROVIDER

DESERT SERVICES
800 N. Mary Street
Tempe, AZ 85281
jeff@desertservices.net
(480) 513-8986
Jeff Gardner

PROJECT ADDRESS / SERVICE ADDRESS

Davis-Monthan Air Force Base
S. Wilmot Rd.
Tucson, AZ 85708
todd.cruz@richardgroupllc.com
Todd Cruz
(847) 840-9357

RGLLC INTERNAL PROJECT NUMBER: 22-014**OWNER NUMBER:** W912QR20D0026 / W912QR22F0199**PROJECT:** 47TH FIGHTER SQUADRON BUILDING 5247**OWNER:** US ARMY CORPS OF ENGINEERS (USACE) -
LOUISVILLE DISTRICT**ARCHITECT ENGINEER:** POND FSB*Notice to the parties shall be given the address above*

1. Services	The Services Subcontractor shall perform Temporary Environmental Controls & SWPPP Inspections for the Project set forth in Exhibit B in accordance with applicable laws, regulations and professional standards.
2. Team Relationship	The Contractor and the Services Subcontractor agree to proceed with the performance of the services required for the Project on a basis of mutual trust, good faith, and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. This Paragraph shall not be construed to create a fiduciary relationship between the Contractor and the Services Subcontractor.
3. Extent of Agreement	This Agreement represents the entire and integrated agreement between the Contractor and the Services Subcontractor and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision are for the exclusive benefit of the Contractor and Services Subcontractor and not for the benefit of any third party except to the extent expressly provided in this Agreement.
4. Compensation	As full compensation for the Services provided under this Agreement, Contractor shall compensate the Services Subcontractor as described in Exhibit B :
5. Insurance	Before commencing the performance of its Services, and as a condition of payment, the Services Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Services Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Services Subcontractor shall maintain at least the limits of liability in a company satisfactory to the Contractor as set forth in Exhibit D .

6. Indemnity

To the fullest extent permitted by law, the Services Subcontractor shall defend, indemnify and hold harmless the Contractor to the same extent Contractor is obligated to defend, indemnify and hold harmless the Owner. In the absence of such owner-required defense and indemnification, the Services Subcontractor shall defend, indemnify and hold harmless the Contractor, the Contractor's surety and other subcontractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the Indemnitees) from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Services to the extent of the negligent acts or omissions by, or the fault of, the Services Subcontractor, its sub-subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Services Subcontractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.

7. Information

The Contractor shall provide the Services Subcontractor with the Project documents and other Project information requested in writing by the Services Subcontract, as listed in **Exhibit C**. The Contractor shall provide timely notice to the Services Subcontractor of changes made to the documents, plans or the Project.

8. Access

The Contractor shall provide the Services Subcontractor with reasonable access to the Project site so as to assist the Services Subcontractor in the performance of its Services.

9. Representatives

Contractor's Representative is **Todd Cruz, Project Manager**. Services Subcontractor's Representative is **Jeff Gardner**. Each Representative shall have authority to bind its respective party to all decisions and actions required under this Agreement.

10. Time

Time is of the essence for both parties. The Services Subcontractor shall provide all Services in conformance with the most recent Project schedule.

11. Delays

If the progress or completion of the Project is delayed by reason of any fault, neglect, error or omission of the Services Subcontractor, the Services Subcontractor shall compensate the Contractor for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay. In addition, the Services Subcontractor shall provide Services at its own cost, including overtime costs required to make up lost time in the schedule delays plus expenses as are necessary to make up for time lost by the Contractor because of such delay.

12. Payments

The Services Subcontractor shall submit to Contractor monthly applications for payment for Services with sufficient supporting detail. Contractor shall pay approved amounts to Services Subcontractor within thirty (30) days of receipt of application of payment in exchange for a waiver and release in the form attached as **Exhibit I**. Contractor shall have the right to withhold from any payment due or to become due an amount sufficient to protect Contractor from loss that may result from Services Subcontractor being in default of this Agreement. Payment of the amount withheld shall be made when the grounds for withholding have been removed.

13. Safety

The Services Subcontractor has established and maintains written programs and procedures for the safety of its employees, consultants and contractors, and specifically disclaims any authority over or responsibility for the safety of personnel engaged in performance of the Services at the Project site except that of the Services Subcontractor's employees, consultants and contractors. While at the Project site, the Services Subcontractor's employees, consultants and contractors shall comply with all safety requirements and procedures of the Contractor. Each party to this Agreement shall indemnify the other party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements.

14. Waiver of Consequential Damages

To the extent the agreement between the Owner and the Contractor provides for a mutual waiver of consequential damages by the Owner and the Contractor, the Contractor and the Services Subcontractor waive claims against each other for any consequential damages that may arise out of or relate to this Agreement. Similarly, the Services Subcontractor shall obtain from its consultants and contractors mutual waivers of consequential damages that correspond to the Services Subcontractor's waiver of consequential damages herein. To the extent applicable, this mutual waiver applies to consequential damages due to termination by the Contractor or the Owner in accordance with this Agreement or the agreement between the Owner and the Contractor.

15. Internal Dispute Resolution	If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions between corporate officers of the Contractor and the Services Subcontractor. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other form of binding dispute resolution. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within sixty (60) calendar days of filing of the request. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.
16. Working Conditions and Payment	Unless otherwise agreed in writing, the Services Subcontractor shall continue the Services during any dispute resolution proceedings. As the Services Subcontractor continues to perform, the Contractor shall continue to make payments in accordance with this Agreement.
17. Multiparty Proceeding	To the extent permitted by Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between the Contractor and the Services Subcontractor involve in whole or in part disputes between the Contractor and the Owner, disputes between the Services Subcontractor and the Contractor shall be decided by the same tribunal and in the same forum as disputes between the Contractor and the Owner.
18. Disputes Between Contractor and Services Subcontractor	In the event the provisions for resolution of disputes between the Contractor and the Owner contained in the Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Services Subcontractor, resolution of disputes between the Services Subcontractor and the Contractor involving in whole or in part disputes between the Contractor and the Owner shall be stayed pending conclusion of any dispute resolution proceeding between the Contractor and the Owner. At the conclusion of those proceedings, disputes between the Services Subcontractor and the Contractor, to the extent not resolved in the proceedings between Owner and Contractor, shall be submitted again to mediation. Any disputes not resolved by mediation shall be decided by litigation in the Circuit Court of the location of the Project.
19. Cost of Disput Resolution	The cost of any mediation proceeding shall be shared equally by the parties participating.
20. Termination by Either Party	Either party may terminate this Agreement upon seven (7) days written notice if the other party materially breaches its terms through no fault of the initiating party.
21. Termination for Contractor's Convenience	Upon seven (7) days' written notice, the Contractor may, without cause, terminate this Agreement with the Services Subcontractor. If this Agreement is so terminated, the Services Subcontractor may recover from the Contractor to the extent that Owner pays the Contractor for the Services Subcontractor's Services.
22. Joint Drafting	The parties expressly agree this Agreement was subject to negotiation and Services Subcontractor had the opportunity to obtain the assistance of counsel in reviewing its terms prior to execution and this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.
23. Governing Law	The Agreement shall be governed by the law in effect at the location of the Project.
24. Exhibits	The following Exhibits are attached to and are a part of this Agreement: Exhibit B- Scope, Clarifications, Alternates, and Unit Prices Exhibit C- Contract Documents Exhibit D- Insurance Requirements Exhibit F- Payment Procedures Exhibit I- Waiver Forms Exhibit J- Wages Exhibit K- FAR Clauses Exhibit L- Project Schedule


Services Subcontractor

DESERT SERVICES

Contractor

RICHARD GROUP LLC

Signed By

DocuSigned by:

50255DDAA594465...

Signed By

Printed Name

Kendra Ash

Printed Name

Paul Olson

Title

Controller

Title

Vice President

Date

11/28/2022 | 9:02 AM CST

Date

EXHIBIT B		SCOPE, CLARIFICATIONS, ALTERNATES, AND UNIT PRICES	
GENERAL CONTRACTOR	RICHARD GROUP LLC		
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT		
OWNER NUMBER	W912QR20D0026 / W912QR22F0199		
PROJECT	47TH FIGHTER SQUADRON BUILDING 5247		
INTERNAL PROJECT NUMBER	22-014		
OWNER DOCUMENT DATE	5-Aug-21		

SCOPE OF WORK

Subcontractor shall provide all labor, materials, tools, equipment, engineering, and supervision as required to complete scope of work items for this Subcontract and related work, in accordance with the Drawings, Specifications and all the Contract Documents.

It is understood that the drawings and specifications are scope documents that indicate the general scope-of-work of the Project and, as such, the Drawings and Specifications do not necessarily indicate, or describe, all work required for the full performance and completion of the Work. All work required to properly complete the scope-of-work defined by the general scope shown on, and required by, the Contract Documents, is included. Subcontractor, therefore, must comprehend the full scope-of-work and has anticipated all of the work reasonably inferable in the Contract Documents.

UNIT PRICE SCHEDULE:

THIS IS A UNIT PRICE SUBCONTRACT AND AS SUCH, QUANTITIES, PROVIDED ARE ESTIMATES ONLY AND MAY VARY. THERE IS NO GUARANTEE THAT ANY OR ALL QUANTITY OF ANY ITEM WILL BE REALIZED

ITEM NUMBER	DESCRIPTION	PHASE CODE	U.O.M.	QTY.	UNIT PRICE	AMOUNT
001	ENVIRONMENTAL CONTROLS	01.5713.00	LUMP SUM	1	\$17,552.00	\$17,552.00
TOTAL ESTIMATE OF SUBCONTRACT						\$17,552.00

INCLUSIONS

LINE	DESCRIPTION
BASE BID CONTRACT LINE ITEM NUMBERS (CLINs):	
1	CLIN 0001 - RENOVATE 47TH FIGHTER SQUADRON B5247
2	CLIN 0002 - SMALL ADDITION 47TH FIGHTER SQUADRON B5247
3	CLIN 0003 - RENOVATION/SMALL ADDITION SITE WORK
4	CLIN 0004 - LARGE ADDITION 47TH FIGHTER SQUADRON B5247
5	CLIN 0005 - LARGE ADDITION SITE WORK
GENERAL CONDITIONS - SUBCONTRACTOR SHALL PROVIDE, BUT NOT BE LIMITED TO, THE FOLLOWING:	
6	FURNISH ALL MATERIALS, TOOLS, LABOR, AND OTHER ASSOCIATED INCIDENTALS NECESSARY TO COMPLETE ALL SCOPES OF WORK DEFINED WITHIN THIS SUBCONTRACT AGREEMENT AND AS SPECIFIED IN THE CONTRACT DOCUMENTS
7	ALL WORK PER DRAWINGS AND SPECIFICATIONS TO THE GREATEST QUANTITY AS APPLICABLE
8	OSHA 30 MINIMUM FOR COMPETENT PERSONS, OSHA 10 FOR ALL TRADESMEN ON SITE
9	ALL WORK HOURS AS INDICATED BY THE CONTRACT DOCUMENTS
10	OSHA APPROVED PPE FOR ALL TRADESMEN ON SITE
11	GOAL OF 24.1% MINORITY WORK FORCE AND 6.9% WOMAN PARTICIPATION - NO PENALTY FOR FAILURE TO MEET GOAL
12	PERMITS, FEE'S, & LICENSES FOR OWN WORK AS APPLICABLE
13	MINOR ITEMS AND ACCESSORIES OR DEVICES REASONABLY INFERABLE OR NECESSARY TO COMPLETE AND HAVE PROPER OPERATION OF ANY SYSTEM WITHIN SCOPE OF WORK, WHETHER OR NOT THEY ARE SPECIFICALLY CALLED FOR BY THE SPECIFICATIONS OR DRAWINGS.
14	ALL LIFTS, LADDERS, BOOM TRUCKS, CRANES, AND NECESSARY APPARATI IN ORDER TO REASONABLY COMPLETE WORK
15	GENERAL WORKMANSHIP WARRANTY FOR A PERIOD OF (1) YEAR FOLLOWING BENEFICIAL OCCUPANCY
16	COMPLIANCE WITH CONSTRUCTION SCHEDULE AND COORDINATION WITH APPLICABLE TRADES
17	ALL WORK PERFORMED PER OSHA & EM-385-1-1 SAFETY STANDARDS
18	DAILY CLEANUP OF OWN WORK
19	REMOVAL OF OWN DEBRIS FROM CONSTRUCTION SITE TO GC-PROVIDED DUMPSTER
20	PROVIDE ALL SURVEYING FOR OWN SCOPE OF WORK AS APPLICABLE
21	PROTECTION OF ADJACENT AREAS AND EQUIPMENT DURING CONSTRUCTION ACTIVITIES

- 22 ALL SECURITY TRAINING, BADGING, AND FACILITY ACCESS REQUIREMENTS AS REQUIRED BY THE CONTRACT DOCUMENTS AND THE DAVIS-MONTHAN AIR FORCE BASE
- 23 LEVEL 1 OPERATIONAL SECURITY, OTHERWISE REFERRED TO AS "OPSEC," TRAINING WITHIN 30 CALENDAR DAYS OF COMMENCING WORK, AS WELL AS ANNUAL OPSEC AWARENESS TRAINING AS REQUIRED BY THE CONTRACT DOCUMENTS AND THE DAVIS-MONTHAN AIR FORCE BASE
- 24 ALL TRADESMEN ON SITE AT ANY POINT IN THE PROJECT SHALL RECEIVE GENERAL CONTRACTOR'S SITE SAFETY AND HEALTH ORIENTATION PRIOR TO COMMENCEMENT OF WORK
- 25 PROVIDE ALL PRECONSTRUCTION DELIVERABLES FOR OWN SCOPE OF WORK AS APPLICABLE AND AS REQUIRED BY THE CONTRACT DOCUMENTS; INCLUDING BUT NOT LIMITED TO PRODUCT SUBMITTALS, MANUFACTURER'S LITERATURE & DATA, SHOP DRAWINGS, SAFETY DATA SHEETS (SDSs), CERTIFICATIONS, TESTING INFORMATION, MANUFACTURER QUALIFICATIONS, INSTALLER QUALIFICATIONS, EMPLOYEE TRAINING RECORDS, WORK PLANS, EQUIPMENT REPORTS, ETC.
- 26 PROVIDE ALL SAFETY DELIVERABLES FOR OWN SCOPE OF WORK AS APPLICABLE AND AS REQUIRED BY THE CONTRACT DOCUMENTS; INCLUDING BUT NOT LIMITED TO COMPANY SAFETY MANUAL, SITE-SPECIFIC SAFETY PLAN, JOB-HAZARD ANALYSES (JHA) / ACTIVITY HAZARD ANALYSES (AHA), EMPLOYEE SAFETY CERTIFICATIONS, EMPLOYEE TRAINING RECORDS, ETC.
- 27 COMPLIANCE WITH USACE THREE (3) PHASES OF QUALITY CONTROL; PREPARATORY, INITIAL, AND FOLLOW-UP PHASES. SUBCONTRACTOR'S COMPETENT PERSON(S) TO ATTEND ALL PREPARATORY, INITIAL, AND FOLLOW-UP MEETINGS / INSPECTIONS ASSOCIATED WITH OWN SCOPE OF WORK
- 28 PROVIDE ALL CLOSEOUT DELIVERABLES FOR OWN SCOPE OF WORK AS APPLICABLE AND AS REQUIRED BY THE CONTRACT DOCUMENTS; INCLUDING BUT NOT LIMITED TO WARRANTIES, O&M MANUALS, AS-BUILT DOCUMENTATION, TESTING REPORTS, OWNER TRAINING RECORDS, ETC.
- 29 COMPLIANCE WITH COMMISSIONING REQUIREMENTS, COORDINATION WITH COMMISSIONING TEAM / ACTIVITIES, COMPLETION OF ALL PREFUNCTIONAL CHECKLISTS AND FUNCTIONAL PERFORMANCE TESTING AS DEFINED BY THE COMMISSIONING PLAN, DEMONSTRATION OF NEW SYSTEM FUNCTIONALITY, AND OWNER TRAINING OF NEW SYSTEMS FOR OWN SCOPE OF WORK AS APPLICABLE AND AS REQUIRED BY THE CONTRACT DOCUMENTS
- 30 PROVIDE ALL PUNCH LIST INSPECTIONS AND CORRECTIONS AS APPLICABLE FOR OWN SCOPE OF WORK AND AS REQUIRED FOR FINAL ACCEPTANCE
- BUILDING ADDITION SPECIFICATIONS - SUBCONTRACTOR SHALL PROVIDE, BUT NOT BE LIMITED TO, ALL APPLICABLE WORK ASSOCIATED WITH THE FOLLOWING:**
- 31 00 80 00.00 06 - SPECIAL PROVISIONS
- 32 01 33 00.00 06 - SUBMITTAL PROCEDURES
- 33 01 33 00.00 06A - SUBMITTAL REGISTER
- 34 01 35 26.00 06 - GOVERNMENT SAFETY REQUIREMENTS
- 35 01 42 00 - SOURCES FOR REFERENCE PUBLICATIONS
- 36 01 45 04.10 06 - CONTRACTOR QUALITY CONTROL
- 37 01 45 35 - SPECIAL INSPECTIONS
- 38 01 50 00 - TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS
- 39 01 57 19.00 06 - TEMPORARY ENVIRONMENTAL CONTROLS AND PERMITS
- 40 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- 41 01 78 23 - OPERATION & MAINTENANCE DATA
- BUILDING RENOVATION SPECIFICATIONS - SUBCONTRACTOR SHALL PROVIDE, BUT NOT BE LIMITED TO, ALL APPLICABLE WORK ASSOCIATED WITH THE FOLLOWING:**
- 42 01 00 00 - SUBMITTAL REGISTER
- CLINs 0001 - 0005 - 47TH FIGHTER SQUADRON B5247 - SUBCONTRACTOR SHALL PROVIDE, BUT NOT BE LIMITED TO, ALL COMMISSIONING SCOPES AS FOLLOWS:**
- 43 PROVIDE ALL ENVIRONMENTAL SERVICES DOCUMENTATION PER THE CONTRACT DOCUMENTS; INCLUDING, BUT NOT LIMITED TO, STORMWATER POLLUTION PREVENTION PLAN (SWPPP), SWPPP NARRATIVE DESIGN MANUAL, SWPPP NARRATIVES, PERMITS, REPORTS, INSURANCE PROGRAMS, AND RECORDS
- 44 PROVIDE ALL TEMPORARY ENVIRONMENTAL CONTROLS AND SERVICES PER THE CONTRACT DOCUMENTS; INCLUDING, BUT NOT LIMITED TO, PRECONSTRUCTION SURVEYING AND PROTECTION OF EXISTING FEATURES, COMPOST FILTERS, STAKING, SILT FENCING, SAFETY CAPS, STABILIZATION MEASURES, SAFETY FENCING, TREE PROTECTION, INLET PROTECTION, EROSION AND SEDIMENT CONTROLS, WASHOUTS, SIGNAGE, SPILL PREVENTION, SPILL KITS, SWPPP INSPECTIONS, AND ASSOCIATED APPURTENANCES AS REQUIRED FOR COMPLETE ENVIRONMENTAL CONTROL SYSTEMS

EXCLUSIONS

LINE	DESCRIPTION
1	CLIN OPTIONS 0006 THROUGH 0022
2	DUMPSTERS
3	RETAINAGE, UNLESS OWNER WITHHOLDS RETAINAGE
4	TAXES
5	PAYMENT & PERFORMANCE BONDS
6	SWING SPACES
7	TRAFFIC CONTROL
8	ABATEMENT
9	ALL SCOPES OF WORK OUTSIDE OF ENVIRONMENTAL CONTROLS

ALTERNATES

LINE	DESCRIPTION
1	N/A DS
INITIALS	
	END OF EXHIBIT B

EXHIBIT C		CONTRACT DOCUMENTS
GENERAL CONTRACTOR	RICHARD GROUP LLC	
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT	
OWNER NUMBER	W912QR20D0026 / W912QR22F0199	
INTERNAL PROJECT NUMBER	22-014	
OWNER DOCUMENT DATE	5-Aug-21	
AMENDMENTS	11	

CONTRACT DOCUMENTS SCOPE

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated **SEE ABOVE** the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications, and Plans listed below, including Notice to Proceed issued 'Conformed' Plans and Specifications issued by the Government, incorporating Amendments changes through **SEE ABOVE**:

PROJECT SPECIFICATIONS			
ITEM NUMBER	DETAILS	TYPE AND QUANTITY	DATE
001	SOLICITATION, WAGE DECISIONS	SOLICITATION (24 PAGES)	5-Aug-21
002	BLDG ADDITION SPECS VOL. 2	SPECIFICATIONS (866 PAGES)	5-Aug-21
003	BLDG ADDITION SPECS VOL. 3	SPECIFICATIONS (886 PAGES)	5-Aug-21
004	RENOVATION SPECS VOL. 2	SPECIFICATIONS (822 PAGES)	5-Aug-21
005	RENOVATION SPECS VOL. 3	SPECIFICATIONS (800 PAGES)	5-Aug-21

PROJECT DRAWINGS			
ITEM NUMBER	DETAILS	TYPE AND QUANTITY	DATE
006	DRAWINGS FOR ADDITION	DRAWINGS (152 PAGE)	21-Apr-21
007	DRAWINGS FOR RENOVATION	DRAWINGS (172 PAGE)	21-Apr-21

324 TOTAL DRAWING PAGES AND NOTHING ELSE FOLLOWS

ADDENDA

ITEM NUMBER	DETAILS	TYPE AND QUANTITY	DATE
A0100	DOCUMENTS ADDED, ACAD DRAWINGS ADDED	AMENDMENT 0001 (3 PAGES)	17-Aug-21
A0101	RENOVATION - STRUCTURAL INTERIOR DESIGN - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (47 PAGES)	17-Aug-21
A0102	BLDG ADDITION - STRUCTURAL INTERIOR DESIGN - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (42 PAGES)	17-Aug-21
A0103	RENOVATION - FURNITURE, FIXTURES, & EQUIPMENT - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (107 PAGES)	17-Aug-21
A0104	BLDG ADDITION - FURNITURE, FIXTURES, & EQUIPMENT - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (54 PAGES)	17-Aug-21
A0200	DRAWINGS REPLACED	AMENDMENT 0002 (6 PAGES)	27-Aug-21
A0300	DRAWINGS REPLACED, SPECIFICATIONS REMOVED, SPECIFICATIONS REPLACED, PHOTOS ADDED	AMENDMENT 0003 (929 PAGES)	9-Sep-21
A0301	DRAWINGS	DRAWINGS (3 PAGES)	3-Sep-21
A0302	PHOTOS	PHOTOS (50 PHOTOS)	1-Sep-21
A0400	DRAWINGS REPLACED, SPECIFICATIONS REPLACED, SPECIFICATIONS ADDED, SPECIFICATIONS REPLACED	AMENDMENT 0004 (122 PAGES)	15-Sep-21
A0401	FIRE ALARM PANEL & ASSOCIATED ALARM SIGNALING EQUIPMENT	JUSTIFICATION (3 PAGES)	N.D.
A0402	BLDG ADDITION - FURNITURE, FIXTURES, & EQUIPMENT - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (60 PAGES)	21-Apr-21
A0403	UPDATED DRAWINGS	DRAWINGS (7 PAGES)	13-Sep-21
A0500	DRAWINGS REPLACED, SPECIFICATIONS REPLACED, DOCUMENTS REPLACED	AMENDMENT 0005 (17 PAGES)	17-Sep-21
A0501	INTERIOR FINISHES	JUSTIFICATION (6 PAGES)	N.D.
A0502	EXTERIOR FINISHES	JUSTIFICATION (5 PAGES)	N.D.

A0503	RENOVATION - STRUCTURAL INTERIOR DESIGN - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (45 PAGES)	21-Apr-21
A0504	BLDG ADDITION - STRUCTURAL INTERIOR DESIGN - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (41 PAGES)	21-Apr-21
A0505	RENOVATION - FURNITURE, FIXTURES, & EQUIPMENT - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (88 PAGES)	21-Apr-21
A0506	BLDG ADDITION - FURNITURE, FIXTURES, & EQUIPMENT - CERTIFIED FINAL DESIGN	DRAWINGS & SPECIFICATIONS (43 PAGES)	21-Apr-21
A0507	DRAWINGS	DRAWINGS (2 PAGES)	16-Sep-21
A0600	WAGE RATES	AMENDMENT 0006 (10 PAGES)	27-Sep-21
A0700	ADDITION OF 252.223-7999	AMENDMENT 0007 (2 PAGES)	3-Dec-21
A0800	REMOVAL OF 252.223-7999, WAGE RATES	AMENDMENT 0008 (12 PAGES)	14-Dec-21
A0900	BID DEADLINE EXTENSION	AMENDMENT 0009 (2 PAGES)	16-Dec-21
A1000	WAGE RATES	AMENDMENT 0010 (2 PAGES)	18-Mar-22
A1001	WAGE DECISIONS	WAGE DECISIONS (7 PAGES)	25-Feb-22
A1100	WAGE RATES	AMENDMENT 0011 (10 PAGES)	28-Jun-22

INITIALS 

END OF EXHIBIT C

EXHIBIT D

INSURANCE REQUIREMENTS

GENERAL CONTRACTOR	RICHARD GROUP LLC
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT
OWNER NUMBER	W912QR20D0026 / W912QR22F0199
INTERNAL PROJECT NUMBER	22-014
OWNER DOCUMENT DATE	5-Aug-21
AMENDMENTS	11

INSURANCE REQUIREMENTS : SUBCONTRACTORS ARE NOT ALLOWED ON THE PROJECT SITE UNTIL RICHARD GROUP AND THE PROJECT OWNER HAVE VERIFIED AND APPROVED PROJECT INSURANCES

Subcontractor shall provide and require its sub-subcontractors to provide insurance with the following imposed upon the Contractor in the contract between the Owner and Contractor, whichever are higher. Subcontractor policy limits, if greater, shall control over minimum limits required herein.

PROJECT DETAILS

DESC.	SUB AMOUNTS UNDER \$500,000	SUB AMOUNT \$500,000 - \$1,000,000	SUB AMOUNT \$1,000,000 - \$5,000,000
Workers Compensation	Min \$1,000,000	same	same
General Liability	\$1,000,000 per occurrence / \$2,000,000 per project aggregate	same	same
Umbrella	\$5,000,000	same	same
Auto	\$1,000,000 Combines Single Limit	same	same

Subcontractor shall name and require its sub-subcontractors to name the following (and any parents, subsidiaries, and related entities) as Additional Insured on all policies of insurance, except Workers' Compensation and the Professional Liability Policy, with respect to liability arising out of Subcontractor's operations: The Contractor agrees to insert the substance of this clause in all subcontracts hereunder:

Cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 days after written notice thereof to the Contracting Officer.

GENERAL CONTRACTOR	RICHARD GROUP LLC
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT
ARCHITECT	POND FSB

Certificate must state that coverage is primary and non-contributory with respect to any other insurance carried by any of the Additional Insured entities. Additional insured endorsement shall be ISO CG 20 10 10 01, CG 20 33 10 01, or equivalent coverage, with no other endorsement relating to "Sole Negligence". Completed Operations coverage must be provided per ISO CG 20 37 10 01 or equivalent form. Subcontractor Shall be responsible for any deductible or self-insured retention with respect to coverage afforded Additional Insureds. Subcontractor waives any and all rights of subrogation against the Additional Insureds. Subcontractor must provide 30 days written notice for any policy changes and/or cancellations. **SUBCONTRACTOR IS NOT ALLOWED ON SITE UNTIL RICHARD GROUP LLC AND PROJECT OWNER REVIEWS AND APPROVES SUBCONTRACTOR INSURANCES.**

INITIALS 

END OF EXHIBIT D

EXHIBIT F

PAYMENT PROCEDURES

GENERAL CONTRACTOR	RICHARD GROUP LLC
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT
OWNER NUMBER	W912QR20D0026 / W912QR22F0199
PROJECT	47TH FIGHTER SQUADRON BUILDING 5247
INTERNAL PROJECT NUMBER	22-014
OWNER DOCUMENT DATE	5-Aug-21
AMENDMENTS	11

PAYMENT

Contractor will distribute to each subcontractor payment in accordance with FAR Firm Fixed Price for Construction Projects. The subcontractor shall provide monthly invoices. Invoices will have the following:

- Project Name (**47th Fighter Squadron Building 5247**) and Project Number (**22-014**)
- Subcontract Number (**22-014-SA02**)
- Subcontractor's Application for Payment per AIA Document G702
- Subcontractor's Schedule of Values per AIA Document G703

Schedule of Values: Schedule of values are to be submitted to Contractor within fifteen days of execution of this agreement.

Pencil Draws: To be submitted to Contractor no later than the 20th of each month. All pay applications will project to the end of each month.

Original Draws: Upon acceptance of Pencil Draw by Owner, Architect, and/or Contractor, three (3) notarized sets with original signatures shall be submitted to Contractor for processing.

Modifications to Payment: Contractor shall employ modifications to Pay Application Procedures to the extent they are mandated by Owner or to the extent they can be approved to simplify procedures for Subcontractor's benefit.

Waivers: Prior to or in exchange for payment, Subcontractor shall prepare and submit a partial (or final) Waiver and Release per Exhibit I. Waivers and Releases must be signed by an officer of the Subcontractor. Other signatures must be accompanied by a Power of Attorney satisfactory to the Contractor's Project Manager

2nd / 3rd Tier Subs: Subcontractors must, prior to first progress payment, supply a detailed list of all the anticipated second tier and third tier subcontractors and suppliers with estimated payment values. These forms must be included on all partial and final waivers. Separate partial and final waivers between the Subcontractor and their suppliers/subcontractors must be submitted to the Contractor.

INITIALS 

END OF EXHIBIT F

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 2 PAGES

TO OWNER: xxxx

PROJECT:

APPLICATION NO: 001

Distribution to:

Through: (dd/mm/yyyy)

Owner

Architect

x

Contractor

FROM CONTRACTOR: xxxxxxxxxx

VIA ARCHITECT:

CONTRACT NOS: x

CONTRACT DATE: (dd/mm/yyyy)

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM

\$

\$0.00

2. Net change by Change Orders

\$

\$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$

0.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$

\$0.00

5. RETAINAGE:

a. 10% of Completed Work

\$

\$0.00

(Column D + E on G703)

b. 10 % of Stored Material

\$

\$0

(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$

0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$

\$0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

0.00

8. CURRENT PAYMENT DUE

\$

0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$

0.00

CONTRACTOR:

By: xxxx

Date: xxx

State of:

County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month		\$0
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE: dd/mm/yyyy
PERIOD TO: dd/mm/yyyy
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) <small>total</small>
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Item #01	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
2	Item #02	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
3	Item #03	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
4	Item #04	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
5	Item #05	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
6	Item #06	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
7	Item #07	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
8	Item #08	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
9	Item #09	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
10	Item #10	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
11	Item #11	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
12	Item #12	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
13	Item #13	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
14	Item #14	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
15	Item #15	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
CO-001	change order line	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
CO-002	change order line	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
CO-003	change order line	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
CO-004	change order line	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00	\$0.00
	Totals	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00

EXHIBIT I

WAIVER FORMS

GENERAL CONTRACTOR	RICHARD GROUP LLC
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT
OWNER NUMBER	W912QR20D0026 / W912QR22F0199
INTERNAL PROJECT NUMBER	22-014
OWNER DOCUMENT DATE	5-Aug-21
AMENDMENTS	11

WAIVER FORMS

Please see the follow-on pages for Partial and Final Waiver Templates.

INITIALS 

END OF EXHIBIT I

FINAL WAIVER OF LIEN

STATE OF ARIZONA

}

> SS

COUNTY OF PIMA

}

WHEREAS the undersigned has been employed by
to furnish
for the premises known as
of which

RICHARD GROUP LLC

XXXXXXX

DAVIS-MONTHAN AIR-FORCE BASE

USACE - LOUISVILLE DISTRICT, CORPS OF ENGINEERS

is the owner.

The undersigned, for and in consideration of

WRITE NUMBER HERE & 00/100

\$0.00

Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the state of WISCONSIN, relating to mechanic's liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter by the undersigned for the above-
described premises, INCLUDING EXTRAS.*

DATE

XX/XX/XXXX

COMPANY NAME

YOUR COMPANY NAME

ADDRESS

YOUR COMPANY ADDRESS

YOUR COMPANY ADDRESS

SIGNATURE AND TITLE

YOUR SIGNATURE

TITLE

signature

title

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ARIZONA

}

> SS

COUNTY OF PIMA

}

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)

NAME

BEING DULY SWORN,

DEPOSES AND SAYS THAT HE IS (POSITION)

TITLE

OF (COMPANY)

YOUR COMPANY NAME

WHO IS THE CONTRACTOR FOR THE

XXXXXXX

WORK ON THE BUILDING

LOCATED AT

DAVIS-MONTHAN AIR-FORCE BASE

OWNED BY

USACE - LOUISVILLE DISTRICT, CORPS OF ENGINEERS

That the total amount of the contract including extras is

\$0.00

on which he or she has received payment of

\$0.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there
is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and
material required to complete said work according to plans & specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
					\$ -
					\$ -
					\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

XXX

day of

XX

2020

Signature:

SIGNATURE

Subscribed and sworn to before me this

XXX

day of

XX

2020

Notarized

DS
kl

WAIVER OF LIEN TO DATE

STATE OF ARIZONA

}

> ss

COUNTY OF PIMA

}

WHEREAS the undersigned has been employed by
to furnish
for the premises known as
of which

RICHARD GROUP LLC**XXXXX****DAVIS-MONTHAN AIR-FORCE BASE****USACE - LOUISVILLE DISTRICT, CORPS OF ENGINEERS**

is the owner.

The undersigned, for and in consideration of

WRITE NUMBER HERE & 00/100**\$0.00**

Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the state of WISCONSIN, relating to mechanic's liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises, INCLUDING EXTRAS.

DATE

XX/XX/XXXX

COMPANY NAME

XXXXX

ADDRESS

XXXXX**XXXXX**

SIGNATURE AND TITLE

signature

TITLE

signature

title

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ARIZONA

}

> SS

COUNTY OF PIMA

}

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)

FIRST LAST

BEING DULY SWORN,

DEPOSES AND SAYS THAT HE IS (POSITION)

TITLE

OF (COMPANY)

XXXXX

WHO IS THE CONTRACTOR FOR THE

XXXXX

WORK ON THE BUILDING

LOCATED AT

DAVIS-MONTHAN AIR-FORCE BASE

OWNED BY

USACE - LOUISVILLE DISTRICT, CORPS OF ENGINEERS

That the total amount of the contract including extras is

\$0.00

on which he or she has received payment of

\$0.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there
is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and
material required to complete said work according to plans & specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

XX

day of

MONTH

2020

Signature: **SIGNATURE**

Subscribed and sworn to before me this

XX

day of

MONTH

2020

Notarized

DS
kl

DESERT SERVICES**22-014-SA02****EXHIBIT J****DAVIS BACON AND RELATED ACTS**

GENERAL CONTRACTOR	RICHARD GROUP LLC
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT
OWNER NUMBER	W912QR20D0026 / W912QR22F0199
INTERNAL PROJECT NUMBER	22-014
OWNER DOCUMENT DATE	5-Aug-21
AMENDMENTS	11

WAGE REQUIREMENTS

Pursuant to Subcontractor's obligations to comply with the Davis Bacon Act, attached to this Subcontract are the Wage Rates, required by the Owner of the Project, to be paid by the Subcontractor for its work performed under this Subcontract.

Attached to this Subcontract is Standard Form 1413, required to be executed by the Subcontractor and returned by the Subcontractor to the Contractor, within (14) days of the Subcontractor's execution of this Subcontract. Subcontractor's failure to provide Contractor an executed SF1413 within (14) days of Subcontractor's execution of this Subcontract shall be deemed a material breach of this Subcontract by the Subcontractor.

DAVIS –BACON ACT WAGE DETERMINATIONS

This requirement is subject to the provisions of the Davis Bacon Act. Contractors must comply with the U.S. Department of Labor (USDOL) Wage Rate Requirements (Construction) General Decision Number AZ20220032 06/10/2022, with the same force and effect as if they were incorporated into the solicitation in full text. If this contract includes option year(s) and/or an extension, the Contractor shall be notified if the referenced numbers are revised by the Department of Labor. Davis-Bacon Act Wage Determinations can be found at <http://www.wdol.gov>.

The Contractor is required to post a notice of the compensation required in a prominent and accessible location at the worksite where it may be seen by all employees performing on the contract. The poster "Notice to Employees Working on Government Contracts" (WH Publication 1313) is available at:
<http://www.dol.gov/whd/regs/compliance/posters/sca.htm>

Notes:

1. FAR clause 52.222-6 Construction Wage Rate Requirements is incorporated into this contract by reference.
2. In accordance with 52.222-6 Construction Wage Rate Requirements, each employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
3. This solicitation incorporates the wage determinations identified in this table by reference, with the same force and effect as if they were incorporated into the solicitation in full text.
4. The wage determinations that are applicable to the solicitation's location (i.e., Tucson, Arizona, Pima County) will be incorporated by reference into any resultant contract, with the same force and effect as if they were incorporated into the contract in full text.
5. The full text of any wage determination identified in this table may be accessed electronically at the following website:
<http://www.wdol.gov/>;
6. The Department of Labor has held that Contractors must pay their employees the Davis-Bacon Act Wage Determinations wages while they are driving both to and from destinations for the VA.
7. Upon written request, the Contracting Officer will provide a full text copy of any wage determination(s) identified in this table.

INITIALS 

END OF EXHIBIT J

DS


U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR <input type="checkbox"/>	OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015
---	---	---------	---

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK			
				HOURS WORKED EACH DAY																			
			O																				
			S																				
			O																				
			S																				
			O																				
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			S																				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

DS
kl

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

EXHIBIT K

FAR CLAUSES

GENERAL CONTRACTOR	RICHARD GROUP LLC
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT
OWNER NUMBER	W912QR20D0026 / W912QR22F0199
INTERNAL PROJECT NUMBER	22-014
OWNER DOCUMENT DATE	5-Aug-21
AMENDMENTS	11

FAR CLAUSES FOR PROJECT

If this Subcontract involves funds from a Federal government contract, or funds from any tier relating to a Federal government contract, the following clauses from the Federal Acquisition Regulation and Code of Federal Regulations (collectively referred to herein as "FAR") are incorporated into the Subcontract by reference where applicable & form a part of the terms and conditions of the Subcontract. The full text of the FAR clauses may be found at

[HTTP://WWW.ACQUISITION.GOV/FAR/INDEX.HTML](http://www.acquisition.gov/far/index.html)
[HTTP://WWW.VA.GOV/OAL/LIBRARY/VAAR/](http://www.va.gov/oal/library/vaar/)

Subcontractor agrees to flow down all applicable FAR clauses to lower-tier subcontractors.

Where necessary to make the language of the FAR clauses applicable to the Subcontractor, the term "contractor" or "offeror" in FAR shall mean "Subcontractor", the term "contract" or "offer" in FAR shall mean "Subcontract", & the terms "government", "contracting officer", and equivalent terms and phrases in FAR shall mean "Contractor".

If the date or substance of any of the FAR clauses listed below is different from the date or substance of the FAR clauses actually incorporated in the Prime Contract (meaning the contract between Contractor and the U.S. Government or between Contractor and its higher-tier contractor who has a contract with the U.S. Government), the date and/or substance of the clause incorporated by said Prime Contract shall apply instead.

In the event any of the listed FAR clauses specifically do NOT apply to Subcontractor's Work or this Subcontract, Contractor may, at its sole and exclusive option, waive the requirements of the specific FAR clause, but only after written notice from Subcontractor seeking such waiver.

It is the specific intent of Contractor and Subcontractor to include in this Subcontract all FAR clauses, and any agency specific regulations (such as Defense Department, NASA FARs, VAAR, DFARS and other agency specific regulations) applicable to the Work of this Subcontract performed by Subcontractor as required by the Prime Contract and the FAR. Subcontractor acknowledges and represents to Contractor that it is familiar with the FAR (and any agency specific regulations) and its application to the Work of Subcontractor and this Subcontract. Therefore, to the extent the below non-exhaustive list of FAR clauses does not include all the FAR clauses required to be incorporated and flowed down in the Subcontract in accordance with the Prime Contract and/or FAR, **SUBCONTRACTOR SPECIFICALLY AGREES THAT ANY NON-LISTED AND REQUIRED FAR (OR OTHER AGENCY REGULATIONS) CLAUSES ARE DEEMED INCORPORATED BY REFERENCE INTO, AND ARE A FULLY INTEGRATED PART OF, THIS SUBCONTRACT.**

FAR clause 52.233-1 ("Disputes") shall only apply to any dispute between Subcontractor and Contractor in any way relating to or arising from any act or omission of the Owner; Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner, by the terms of the Contract Documents.

FAR FLOWDOWN CLAUSES INCORPORATED BY REFERENCE INTO THIS SUBCONTRACT (in order of Precedence in case of any conflict between FAR's):

- All FAR and agency specific regulations incorporated by reference into the Prime Contract,
- If this Subcontract involves funds from a Federal government contract, or funds from any tier relating to a Federal government contract, the following FAR clauses:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998), AS SHOWN BELOW

CLAUSE NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	Nov-2013
52.203-3	GRATUITIES	Apr-1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	May-2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Sep-2006
52.203-7	ANTI-KICKBACK PROCEDURES	May-2014
52.203-8	CANCELLATION, RESCISSION, & RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	May-2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	May-2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Oct-2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	Oct-2015
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	May-2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	Jan-2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	Oct-2018
52.204-13	SYSTEM FOR AWARD MANAGEMETN MAINTENANCE	Oct-2018
52.204-18	COMMERCIAL & GOVERNMENT ENTITY CODE MAINTENANCE	Jul-2016
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	Jun-2016
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, & SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB & OTHER COVERED ENTITIES	Jul-2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	Oct-2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	Oct-2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORP.	Nov-2015
52.210-1	MARKET RESEARCH	Apr-2011
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	Apr-1984
52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION	Sep-2000
52.211-13	TIME EXTENSIONS	Sep-2000
52.215-2	AUDIT AND RECORDS-NEGOTIATION	Oct-2010
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COT OR PRICING DATA	Aug-2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEV 2018)	Jul-2018
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	Oct-2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	Oct-1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS	Jul-2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	Oct-1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS	Oct-2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	Oct-2009
52.216-19	ORDER LIMITATIONS	Oct-1995
52.216-22	INDEFINITE QUANTITY	Oct-1995
52.216-32	TASK-ORDER AND DELIVERY-ORDER OMBUDS MAN	Sep-2019
52.217-5	EVALUATION OF OPTIONS	Jul-1990
52.217-7	OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM	Mar-1989
52.217-8	OPTION TO EXTEND SERVICES	Nov-1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	Mar-2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	Oct-2018
52.219-14	LIMITATIONS ON SUBCONTRACTING	Jan-2017

52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-A SIDE (DEVIATION 2019-O0003)	Jan-2019
52.222-3	CONVICT LABOR	Jun-2003
52.222-4	CONTRACT WORK HOURS & SAFETY STANDARDS-OT COMPENSATION	May-2018
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	Aug-2018
52.222-7	WITHHOLDING OF FUNDS	May-2014
52.222-8	PAYROLLS AND BASIC RECORDS	Aug-2018
52.222-9	APPRENTICES AND TRAINEES	Jul-2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	May-2014
52.222-12	CONTRACT TERMINATION-DEBARMENT	May-2014
52.222-13	COMPLIANCE W/CONSTRUCTION WAGE RATE REQUIREMENTS & RELATED REGULATIONS	May-2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-1988
52.222-15	CERTIFICATION OF ELIGIBILITY	May-2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Apr-2015
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTON	Feb-1999
52.222-26	EQUAL OPPORTUNITY	Sep-2016
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Apr-2015
52.222-32	CONSTRUCTION WAGE RATE REQUIREMENTS--PRICE ADJUSTMENT (ACTUAL METHOD)	Aug-2018
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	Oct-2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	Jul-2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	Feb-2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	Dec-2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	Jan-2019
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	Oct-2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	Dec-2015
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	Jan-2017
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	Sep-2013
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	Jan-1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	May-2011
52.223-6	DRUG-FREE WORKPLACE	May-2001
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA- DESIGNATED ITEMS	May-2008
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE & CONSTRUCTION CONTRACTS	Aug-2018
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	Aug-2011
52.223-20	AEROSOLS	Jun-2016
52.223-21	FOAMS	Jun-2016
52.225-9	BUY AMERICAN-CONSTRUCTION MATERIALS	May-2014
52.225-11	BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	Oct-2019
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Jun-2008
52.227-1	AUTHORIZATION AND CONSENT	Dec-2007
52.227-2	NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT	Dec-2007
52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Dec-2007
52.228-2	ADDITIONAL BOND SECURITY	Oct-1997
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	Jan-1997
52.228-11	PLEDGES OF ASSETS	Aug-2018
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	May-2014

52.228-14	IRREVOABLE LETTER OF CREDIT	Nov-2014
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION	Oct-2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Feb-2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	May-2014
52.232-17	INTEREST	May-2014
52.232-23	ASSIGNMENT OF CLAIMS	May-2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Jan-2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	Oct-2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	Jun-2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	Dec-2013
52.233-1	DISPUTES	May-2014
52.233-3	PROTEST AFTER AWARD	Aug-1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-2004
52.236-2	DIFFERING SITE CONDITIONS	Apr-1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Apr-1984
52.236-4	PHYSICAL DATA	Apr-1984
52.236-5	MATERIAL AND WORKMANSHIP	Apr-1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	Apr-1984
52.236-7	PERMITS AND RESPONSIBILITIES	Nov-1991
52.236-8	OTHER CONTRACTS	Apr-1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	Apr-1984
52.236-10	OPERATIONS AND STORAGE AREAS	Apr-1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Apr-1984
52.236-12	CLEANING UP	Apr-1984
52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I	Nov-1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	Apr-1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Apr-1984
52.236-16	QUANTITY SURVEYS	Apr-1984
52.236-17	LAYOUT OF WORK	Apr-1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I	Feb-1997
52.236-26	PRECONSTRUCTION CONFERENCE	Feb-1995
52.236-27	SITE VISIT (CONSTRUCTION)	Feb-1995
52.242-13	BANKRUPTCY	Jul-1995
52.242-14	SUSPENSION OF WORK	Apr-1984
52.243-4	CHANGES	Jun-2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	Jan-2019
52.246-12	INSPECTION OF CONSTRUCTION	Aug-1996
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) - ALTERNATE I	Mar-1994
52.248-3	VALUE ENGINEERING-CONSTRUCTION (OCT 2015) - ALTERNATE I	Apr-1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012) - ALTERNATE I	Sep-1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	Apr-1984
52.252-2	CLAUSES INCORPORATED BY REFERENCE	Feb-1998
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	Apr-1984
52.253-1	COMPUTER GENERATED FORMS	Jan-1991
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	Dec-1991
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION FOR FORMER DOD OFFICIALS	Sep-2011
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	Dec-2008

252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	Sep-2013
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	Dec-2012
252.203-7004	DISPLAY HOTLINE POSTERS	May-2019
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	Apr-1992
252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	Feb-2019
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	Oct-2016
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	May-2016
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	Dec-1991
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM	May-2019
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	Dec-2012
252.216-7006	ORDERING	May-2011
252.223-7004	DRUG FREE WORK FORCE	Sep-1988
252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS	Sep-2014
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	Jun-2013
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	Dec-2017
252.225-7048	EXPORT-CONTROLLED ITEMS	Jun-2013
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN	Apr-2019
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	Feb-2014
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	May-2013
252.227-7033	RIGHTS IN SHOP DRAWINGS	Apr-1966
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS & RECEIVING REPORTS	Dec-2018
252.232-7004	DOD PROGRESS PAYMENT RATES	Oct-2014
252.232-7010	LEVIES ON CONTRACT PAYMENTS	Dec-2006
252.236-7000	MODIFICATION PROPOSALS-PRICE BREAKDOWN	Dec-1991
252.236-7001	CONTRACT DRAWINGS AND SPECIFICATIONS	Aug-2000
252.236-7002	OBSTRUCTION OF NAVIGABLE WATERWAYS	Dec-1991
252.236-7005	AIRFIELD SAFETY PRECAUTIONS	Dec-1991
252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	Jan-2008
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	Dec-1991
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	Dec-2012
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	Jun-2013
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	Feb-2019
252.216-7006	ORDERING	May-2011
252.236-7001	CONTRACT DRAWINGS AND SPECIFICATIONS	Aug-2000
252.236-7006	COST LIMITATION	Jan-1997
252.236-7008	CONTRACT PRICES-BIDDING SCHEDULES	Dec-1991

END OF EXHIBIT K

 INITIALS 

DESERT SERVICES

22-014-SA02

EXHIBIT L

PROJECT SCHEDULE

GENERAL CONTRACTOR	RICHARD GROUP LLC
OWNER	US ARMY CORPS OF ENGINEERS (USACE) - LOUISVILLE DISTRICT
OWNER NUMBER	W912QR20D0026 / W912QR22F0199
INTERNAL PROJECT NUMBER	22-014
OWNER DOCUMENT DATE	5-Aug-21
AMENDMENTS	11

PROJECT SCHEDULE

Subcontractor will receive a copy of the approved baseline schedule as a part of the contract upon request. Awarded project Period of Performance (PoP) is **488** days from NTP of **06-SEPTEMBER-2022**.

INITIALS 

END OF EXHIBIT L