

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3024-0781		PAGE 1 OF 40	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0025		6. SOLICITATION ISSUE DATE 28-Jan-2003
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 21 Feb 2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 1600 SIZE STANDARD: 28.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 TEL: 814-658-3405 X203 FAX:		CODE E1R0900	16. ADMINISTERED BY				
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				CODE
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
			TEL:		EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)				
			42b. RECEIVED AT (Location)				
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PERMANENT SPILLWAY REPAIRS RAYSTOWN LAKE FFP Raystown Lake Project, Baltimore District, U.S. Army Corps of Engineers will contract to repair deteriorating concrete and for the replacement of metal components on the gated spillway, Raystown Lake outlet works, Raystown Lake Dam, as per the technical specs contained within this document. PLACEMENT/REMOVAL OF STOPLOGS, BID ITEM 001 POC (REQUESTOR) DWIGHT BEALL (814)658-6801 POC (CONTRACTING OFFICE) (410)962-5610/EMAIL: tony.epps@usace.army.mil - NOTE: ALL QUESTIONS SHALL BE IN WRITING AND FORWARDED VIA EMAIL TO MY ATTENTION. PURCHASE REQUEST NUMBER: W81W3G-3024-0781	2	Each		
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DEMOLITION/REMOVAL OF CONCRETE, GROUT; FFP DEMOLITION/REMOVAL OF CONCRETE, GROUT; TEMPORARY STEEL PLATES, GUIDE PLATE ASSY; PREP AREA TO RECEIVE PLATES AND GROUTS; REF BID ITEM 002 PURCHASE REQUEST NUMBER: W81W3G-3024-0781	2	Each		
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	REINSTALLATION OF SEAL PLATE AND GUIDE FFP REINSTALLATION OF SEAL PLATE AND GUIDE PLATE ASY; PLACEMENT OF FORMS, PLACEMENT OF GROUT. PURCHASE REQUEST NUMBER: W81W3G-3024-0781	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	EXTRA RE-WATERING (BID ITEM #4) FFP EXTRA RE-WATERING (BID ITEM #4) PURCHASE REQUEST NUMBER: W81W3G-3024-0781	1	Each		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 17-MAR-2003 TO 02-MAY-2003	N/A	OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 814-658-3405 X203 FOB: Destination	E1R0900
0002	POP 17-MAR-2003 TO 02-MAY-2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0900
0003	POP 17-MAR-2003 TO 02-MAY-2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0900
0004	POP 17-MAR-2003 TO 02-MAY-2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0900

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items Mayr 2002) Alternate I	APR 2002
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001

52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **THIRTY (30)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than May 02, 2003. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

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

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

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

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is 28.5 MILLION.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () 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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (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).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled 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-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled 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).

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

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 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

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) 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--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
3.1%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

1. PAYMENT BOND
2. AN IRREVOCABLE LINE OF CREDIT
3. TRIPARTITE ESCROW AGREEMENT
4. CERTIFICATE OF DEPOSIT
5. DEPOSITS OF SECURITY SUCH AS:
 - A. US BONDS
 - B. US NOTES
 - C. CERTIFIED OR CASHER'S CHECKS
 - D. BANK DRAFT
 - E. MONEY ORDERS

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within TEN (10) days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[HTTP://FARSITE.HILL.AF.MIL](http://FARSITE.HILL.AF.MIL)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[HTTP://FARSITE.HILL.AF.MIL/](http://FARSITE.HILL.AF.MIL/)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

STATEMENT OF WORK

- "The government will award this contract to a responsible and responsive low bidder who also meets the minimum experience qualifications provided herein. The Contractor performing the repair portions of the work must specialize in structural concrete repairs. The Contractor's experience shall include demolition/removal of deteriorated concrete, preparation of concrete substrates for application of repair materials and familiarity with and use of a wide range of repair materials. The Contractor shall have a minimum of 5 years of experience in such work and should submit brief project summaries for a minimum of 5 projects over that time period which show such experience. **Such information shall be submitted with the contractor's bid.**"
- A pre-bid site inspection will be held at the Raystown Lake Dam at 1:00 P.M. EST on 13 February 2003. Since the dam is in a secure area, potential attendees must contact Ms. Dorothy McClain at (814) 658-3405 x2803. The requesting firm shall inform Ms. McClain of the firm's name and provide the name of any and all persons wishing to attend the pre-bid conference.

Section B – Bid Schedule

Raystown Lake Project, Baltimore District, U.S. Army Corps of Engineers will contract to repair deteriorating concrete and for the replacement of metal components on the gated spillway, Raystown Lake outlet works, Raystown Lake Dam, as per the technical specs contained within this document.

ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
001	Placement/removal of stoplogs as per C.1.1.1.1 and C.1.1.1.2	2 jobs (Tainter Gate 1 and Tainter Gate 2)		
002	Demolition/removal of concrete grout; temporary steel plates; seal plate and guide plate assy; preparation of area to receive plates and grout as per C.1.1.1.3.A	2 jobs (Tainter Gate 1 and Tainter Gate 2)		
003	Reinstallation of seal plate and guide plate assy; placement of forms and placement of grout	2 jobs (Tainter Gate 1 and Tainter Gate 2)		

	C.1.1.1.3.B; C.1.1.1.3.B; C.1.1.1.3.D.			
004	Extra Re-watering (if necessary) Reference C.1.1.1.2.B.(i)	1 job		

SECTION C
DESCRIPTION/SPECS./WORK STATEMENT
Permanent Spillway Repairs
Raystown Lake

Raystown Lake Project, Baltimore District, U.S. Army Corps of Engineers will contract to repair deteriorating concrete and for the replacement of metal components on the gated spillway, Raystown Lake outlet works, Raystown Lake Dam, as per the technical specs contained within this document.

Raystown Lake project is located in Huntingdon and Bedford counties in South Central Pennsylvania, approximately 95 miles west of Harrisburg and 175 miles east of Pittsburgh. It is south of the town of Huntingdon and approximately 70 miles from the Pennsylvania-Maryland border. The dam site is on the Raystown Branch of the Juniata River with the main access to the project from the north via highway PA 26 south from PA 22 at Huntingdon and north from the Pennsylvania Turnpike (I 76) via US 30 to PA 26 north. Huntingdon Pennsylvania, approximately 13 miles to the North, has a population of 8,000.

C. 1. DESCRIPTION AND SCOPE OF WORK.

The government will award this contract to a responsible and responsive low bidder. However the government reserves the right to delete any line item, or portion thereof, based on the total fiscal resources available to the government at the time of award. Any portions of jobs will be completed at the per unit costs as shown on the Bid Schedule, (Section B).

C.1.1. The CONTRACTOR shall furnish all labor, material, supplies and equipment, including equipment operators, necessary to perform the work. The work is to be performed under the direction of the Contracting Officer or the Authorized Representative of the Contracting Officer and includes, but is not limited to, the following technical specifications.

C.1.1.1 The project entails removal of temporary armor plating and anchor bolts, steel guide and seal plate assemblies and surrounding concrete on both sides of two tainter gates at the Raystown Lake Dam project. The guide and seal plate assemblies were originally installed in 3'-6" wide by 9" deep blockouts on each side of both tainter gates and the box-outs were subsequently filled with concrete. Poor consolidation of the box-out concrete during construction and subsequent deterioration has resulted in the seepage of water around the corners of the gates. The major elements of the project include:

- (a) Cleaning of stoplog guide slots and bottom sill plate. (dive activity).
- (b) Installation of stoplogs, including gaskets, in guide slots upstream of tainter gate. Only one set of stoplogs exists and work must therefore be completed and approved at one gate location prior to removing and reinstalling the stoplogs at the second gate. Contractor shall perform repairs for the Gate Number 2 side first, then Gate 1 side. Following installation of the stoplogs, the tainter gate will be raised by the Corps of Engineers to an elevation sufficient to provide access to the specified repair areas. Although gaskets shall be installed with stoplogs, a certain amount of leakage will occur. The Contractor shall be responsible for taking additional measures necessary to ensure a dry working environment. Such measures could include additional water barriers (such as plastic sheeting, etc) or sealing of leaks on the upstream side of the stoplogs and/or collection of leakage at the downstream face of the stoplogs and diversion around the work area.
- (c) Demolition of the existing steel guide and seal plate assemblies and blockout concrete within the extents shown on the drawings and specified herein.
- (d) Installation of new guide and seal plate assemblies anchored into the mass concrete as indicated on drawings.
- (e) Placement of grout around the new guide and seal plate assemblies in the blockout area. The grout shall be installed using the Form and Pump method. The grout mix shall be one that is designed for applications requiring a high bond strength, complete shrinkage compensation, high durability and service life in both underwater and above water environments and for the temperature range experienced in the exterior environment at the project site (below freezing to above 100 degrees F).
- (f) Curing of the grout and quality control testing.

C.1.1.1.1 GENERAL STOPLOG INSTALLATION REQUIREMENTS:

A. Truck Mounted Crane:

- (a) A 30-ton (or less) truck-mounted crane shall be used for installation of stoplogs. It is anticipated that a flat-bed trailer will be used to shuttle stoplogs on and off the spillway deck. During transport, the stoplogs shall be kept parallel to the spillway deck. If crane is utilized to transport stoplogs, they may be transported perpendicular to the spillway deck if elevated at least 15 feet above deck to clear light stands.
- (b) The crane shall be positioned on the spillway as shown on drawings. Only one pair of outriggers will be able to fully extend. The other pair will need to be kept within 14'-0" rail-to-rail width of spillway bridge.
- (c) All lifting slings and attachments shall be provided by the Contractor and shall meet the requirements indicated on the drawings.

- (d) Crane must be capable of safely lifting 3,800 lb (dry stoplog), plus weight of cables, hook block, lifting slings and any incidental impact load or friction anticipated by the Contractor. When stoplog is pulled out of the water, it is possible for the load weight to briefly be 5,800 lbs, which assumes water trapped above the web and between flanges. It is anticipated that the drain holes provided in the stoplogs will allow this water to drain rapidly, lowering the weight back to 3,800 lbs. Lifting radius and boom length during placement can be determined from requirements and dimensions shown on drawings. Lifting radius and boom length required for picking stoplogs off flatbed trailer shall be determined by Contractor.

B. Dive Operations:

- (a) Dive operations shall be conducted from a 25 foot, Government furnished and operated work barge. Barge will be moored to the upstream face of the spillway pier, approximately 70 feet from furthest underwater work areas.
- (b) Underwater work shall consist of removing rust "blisters" from stoplog guide slots and bottom sill plate, (potentially 30 to 50 blisters), guiding stoplogs into place, unhooking/hooking stoplogs from slings, and placing vertical gasket at ends of stoplogs. All work shall be performed by a minimum of two divers at all times in constant communication with each other and with above water personnel, in accordance with approved dive safety plan.
- (c) At least one diver shall be outfitted with a helmet mounted underwater closed-circuit video camera, attached to a video cassette recorder and two 13 inch (minimum) video monitors. One monitor shall be located on the work barge and one shall be located on the spillway deck. At least 50 feet of appropriate video cable shall be provided to extend from the work barge to the monitor on the spillway deck. A back-up helmet mounted underwater video camera shall be available on-site at all times. Video recordings shall be made of all underwater operations. Three copies of all video recordings shall be submitted in standard VHS format upon completion of work.

C.1.1.1.2 STOPLOG INSTALLATION/REMOVAL PROCEDURES:

A. Prepare Stoplog Guide Slots and Bottom Sill Plate:

- (a) Divers shall remove all rust "blisters" (circular bulges of rusted steel) from each guide slot and along bottom sill plate at the top of the spillway. Most rust blisters were at least partially removed in 2002 by U.S. Army divers. Typically, rust blisters can be removed with a hammer and wide chisel. Rust blisters shall be chiseled until no more than 1/8" of rusted metal projects above surrounding rust-free surfaces.
- (b) Divers shall remove all loose debris from within guide slots and along bottom sill plate. Debris may consist of small tree branches, silt, rust blisters, concrete or other small objects. Based on dive operations performed in 2002, significant amounts of debris are not anticipated. Debris may be pushed upstream of the spillway crest such that it falls to the channel bed below.

B. Place Stoplogs: (de-watering)

- (a) It is anticipated that stoplogs will be transported onto the spillway via a flat-bed trailer. Prior to lifting, a Government furnished, foam rubber horizontal gasket shall be applied to the top flange edges and across the top end seal plates as indicated on the drawings.
- (b) With crane positioned at the center pier of spillway, the first stoplog shall be lifted from the trailer bed to a suitable height to allow for installation of the foam rubber gasket along the bottom flange edges and plates per drawings.
- (c) With the divers clear from the area per approved dive safety plan, the first stoplog shall be inserted into the guide slots and slowly lowered to the water surface. Every effort shall be made to keep stoplogs level in both directions and to keep the hook block centered between the guide slots.
- (d) Once the stoplog is at the water surface, the divers shall approach by swimming at the surface. One diver shall be positioned at each end of the stoplog and shall place both hands on the top flange edge.
- (e) With divers holding onto the stoplog, the crane shall continue lowering the first stoplog while the divers maintain contact of the downstream flange of the stoplog with the downstream surface of the guide slots.
- (f) Once the first stoplog is on the spillway crest, divers shall verify that flange to guide contact is being made and that no damage has occurred to foam rubber gaskets. If everything appears acceptable, divers shall unhook lifting slings from bottom stoplog and swim clear of the area.
- (g) Repeat the above steps for the remaining stoplogs, except that the foam rubber gasket is only applied to the top edges of the flanges and end seal plates. Stoplogs are stacked such that flanges are aligned and downstream flange is in contact with downstream face of guide slot.
- (h) After all stoplogs are in position, the 1" diameter, Government furnished, continuous backer rod shall be inserted in between the upstream flange of stoplogs and the upstream face of guide slot as indicated on the drawings to provide a vertical gasket. A rounded tool shall be used to insert backer rod at least 3 inches into gap without stretching or puncturing backer rod material.
- (i) After vertical gasket installation is complete, divers shall return to the barge and the barge shall return to shore. Corps of Engineers personnel will then de-water the area between the stoplogs and tainter gate by opening the tainter gate. If

uncontrollable leakage is occurs, the Contractor shall perform the re-watering procedures outlined below prior to performing any adjustments requiring divers. If the CONTRACTOR has to re-water because of uncontrolled leakage, the CONTRACTOR will be paid in accordance with item 004 on the bid schedule, (Section B).

C. Remove Stoplogs: (re-watering)

- (a) Prior to removal of stoplogs, Contractor shall coordinate with on-site personnel to close any open tainter gates.
- (b) With tainter gate closed, Contractor shall use a portable pump to re-water the space between the stoplogs and tainter gate exactly up to the current lake pool elevation. Contractor shall select a pump of sufficient size (or use several pumps) to minimize re-watering time.
- (c) Once water pressure is equalized on both sides of the stoplogs, divers shall enter the water and hook lifting slings to the uppermost stoplog.
- (d) Prior to the crane lifting stoplog, divers shall swim clear of the area.
- (e) Crane shall be positioned at center pier and shall lift stoplog up to spillway deck. Note: as the stoplog first leaves the water, there will be a short time where the combined weight of stoplog and trapped water will weigh up to 5,800 lbs.
- (f) Completely remove and discard foam rubber gaskets from stoplogs and allow surfaces to dry. Note that new Government furnished gasket material shall be used for each installation.
- (g) Repeat the above steps until all stoplogs have been removed.

C.1.1.1.3 REPAIR REQUIREMENTS:

A. Demolition and Surface Preparation:

- (a) The lower six feet of each of the four repair areas is currently covered by steel armor plates as indicated on the drawings. These armor plates shall be removed and relocated to an on-site storage area as directed by the Contracting Officer and shall remain the property of the Government. The forty, ½ inch diameter stainless steel anchor bolts shall be mechanically cut off and ground flush with the surrounding concrete surface.
- (b) Prior to demolition, a detailed survey shall be performed at each work location to document the current three-dimensional positioning of the portions of seal and guide plates to be removed. Measurements can be referenced to any fixed point. At a minimum, measurements shall be taken at both edges of each plate, at 2'-0" vertical increments.
- (c) Demolition and subsequent repair at each side of each gate shall be performed to the limits indicated herein and as shown on the drawings. Existing concrete shall be removed throughout the full width and depth of the existing blockout within the vertical extents shown on the drawings. Concrete removal shall extend beyond the limits of the blockout and into the existing mass concrete a sufficient distance to ensure that all deteriorated concrete is removed and that good bonding will be achieved between the existing mass concrete and the new grout. Any removal that extends more than 1" beyond the limits of the blockout shall be performed under the direction of the Contracting Officer. The Contractor shall assume for bidding purposes that an average depth of 1 inch of concrete removal beyond the limits of the blockout will be required.
- (d) Where the blockout in the wall meets the weir surface of the spillway, the demolition shall extend vertically past the weir surface a minimum of 4 inches and to the extent necessary to fully remove the seal plate and to remove any deteriorated concrete. Final direction on the extents of removal below the weir surface of the spillway will be given by the Contracting Officer based on the conditions observed during the work.
- (e) If, during the work, it is observed that any unsound or deteriorated concrete exists above the specified repair elevation, such areas shall be brought to the attention of the Contracting Officer for further direction.
- (f) At the elevation shown on the drawings or per the Contracting Officer, the existing seal plate and guide plate assemblies shall be neatly saw-cut along a straight radial line. All anchor bolts below this line shall be cut-off and ground flush to match final surface of concrete demolition.
- (g) The Contractor shall select a demolition method that is suitable for removal of the existing concrete and for providing a roughened, sound surface for bonding of the new grout. It should be assumed that the strength of the existing concrete might be as high as 6000 psi. The method of demolition shall be submitted for approval as indicated in the "Required Submittals" paragraph. The Contractor shall note that a total of approximately 3 gallons of Fox Industries FX-764 epoxy-resin paste was recently used for temporary patching of voids in the blockouts near the spillway crest per attached drawings. Such materials will require removal as part of the blockout concrete demolition.
- (h) After demolition, the concrete surface shall be sand-blasted or shot-blasted followed by a final cleaning of the surface using vacuum, blow-off, or low pressure waterblast techniques. **NOTE:** All sandblasting must be accomplished in accordance with appropriate Federal and state regulations including the disposal of recovered sand or shot. The final prepared substrate shall be clean, sound and free from any oils or other materials which would inhibit bonding of the new grout. The substrate should be visually inspected and sounded (in the presence of the Contracting Officer) to ensure that no loose or delaminated concrete exists. The final prepared substrate must be approved by the Contracting Officer prior to proceeding with the repair.
- (i) Unless otherwise indicated by the manufacturer of the repair material, the substrate shall be in a saturated-surface dry (SSD) condition prior to installing the new grout. Saturation shall be achieved by continual exposure of the substrate to water for a

minimum of 24 hours and longer as necessary to ensure that the prepared surface will not absorb excessive moisture from the grout during the repair procedures.

B. Installation of New Seal Plate and Guide Plate Assemblies:

- (a) New seal plate and guide plate assemblies shall be provided within the extents shown on the drawings. Actual extents shall be adjusted, plus or minus, to exactly match field conditions and mate-up with cut edge of existing plates.
- (b) All plates, shapes, threaded rods, nuts and washers shall be stainless steel, alloy 410, conforming with ASTM A176, ASTM A276, ASTM F593, (ASTM F594 and ASME B18.2.2) and ASME B18.22.1 respectively. Material certifications shall be submitted for approval.
- (c) All shop and field welding shall be performed in accordance with AWS using AWS E410 electrodes.
- (d) One shop splice shall be allowed in the new seal plate and guide plate assemblies. The splice in the actual seal plate and guide plate shall be a complete joint penetration (CJP) weld and shall be ground flush with the base metal.
- (e) Threaded rod anchors shall be drilled and epoxy grouted at least 4 inches into sound concrete. Hole diameter and other installation requirements shall be per epoxy grout manufacturer, except that the 4-inch requirement shall not be reduced. Epoxy grout shall be a type specifically intended for securing anchor bolts, dowels or rebar in concrete. Submit manufacturer product data and instructions for approval.
- (f) New guide plate and seal plate exposed surfaces shall be positioned to match original orientation based on pre-demolition survey.

C. Concrete Repair:

- (a) The "Form and Pump" method shall be used for the repair. This method generally consists of forming across the outer extent of the repair area and pumping grout into the resultant cavity created by the formwork and the existing concrete substrate. Grout is pumped into the cavity in a series of ports from the bottom to the top of the repair area.
- (b) The exact details of the system shall be designed by the Contractor and shall be submitted for approval as indicated in paragraph "Required Submittals". The system shall be designed to install the grout to the required limits, ensure that air pockets do not form, and ensure proper consolidation of the grout and good bonding to the existing concrete. Pressure gauges shall be provided, monitored and documented at appropriate frequencies during the work. The monitoring documents shall be provided to the COR at the end of each day. The formwork shall be designed to ensure a flush surface with the existing wall on both sides of the blackout and with the guide plate and seal plates. If, after removal of the forms, it is found that this criteria is not met, the Contractor shall provide a flush surface by grinding or other approved methods.
- (c) Materials shall be placed at temperatures consistent with those used in the mix design study and in accordance with the manufacturer's recommendations. Care must be taken to protect the materials from adverse temperature related affects. Placement in hot or cold weather shall conform to the guidance given in ACI 305R and 306R respectively and the manufacturer's recommendations.
- (d) The new grout shall be moist cured for a minimum of 72 hours. The moist curing period shall be extended if so recommended by the manufacturer to ensure that cracking of the material does not occur and that adequate strength is achieved. The grout shall be kept continually wet throughout this moist curing period. The Contractor's proposed method and length of curing shall be submitted to the Contracting Officer as indicated in paragraph "Required Submittals".

D. Completion of Work:

The tainter gate will not be lowered to allow removal of the stoplogs until all of the following items have been completed/addressed:

- (a) The grout must have a strength of 2000 psi as determined by compressive testing of samples. The rate of strength gain shall also be consistent with that observed during the mix design study to indicate that the required 28-day strength of 4000 psi will be achieved.
- (b) The area must be sounded with a hammer as indicated in the "Required Testing" paragraph.
- (c) Measurements are taken in the presence of the Contracting Officer to prove that the new seal and guide plates are located per the pre-demolition survey.
- (d) The Contractor must coordinate with the grout manufacturer and certify that there will not be any "thermal shock" and related adverse affects by exposing the grout material to the lake water. This should also consider that only a portion of the repair area (i.e. behind the gate) would be exposed to the water and therefore must ensure that the temperature gradient across the repair area does not result in material distress. Water temperatures will vary but are typically in the high 30's

(degrees F) in early April increasing to the mid to upper 40's by the end of April . The manufacturer's certification shall be based on actual water temperature readings taken at the time of the work.

- (e) The Contracting Officer must approve the work.

Note: Depending upon the length of time required for moist curing, the Contracting Officer may allow lowering of the tainter gate and removal of the stoplogs before completion of the curing period. In this case, curing of the new grout would need to be continued on the downstream side of the gate after it has been lowered (upstream side would be under water).

C.1.1.1.5 GROUT MATERIALS AND MIX REQUIREMENTS:

A. Grout Mix:

- (a) The grout mix shall have a minimum 28 day compressive strength = 4000 psi. The mix shall be designed to reach a strength of 2000 psi within 3 days.
- (b) The grout mix shall have air entrainment of 5% to 7%. Any manufacturer's air entrainment recommendations that differ from those specified shall be brought to the attention of the Contracting Officer. The acceptability of any deviations from the specified air entrainment requirement shall be at the discretion of the Contracting Officer.
- (c) The grout mix must have sufficient "flowability" to fill all voids, be pumped the required distances, and provide a finished product meeting the requirements herein using the approved installation methods and equipment.
- (d) Aggregates: Aggregates may be used up to a maximum size of 3/8". The Contractor shall further limit the aggregate size as necessary based on the specifics of his system to ensure pumpability, to ensure that all voids will be filled and to achieve a good bond. Aggregates shall meet the quality requirements of ASTM C33 and for an exposure class designation of "5S". The grout manufacturer should also perform appropriate tests for alkali-silica reaction and certify that this is not a problem for the mix.
- (e) The grout shall meet the requirements of ASTM C1107 and shall be a commercial formulation suitable for the application and for the installation methods to be used. The height change testing in ASTM C1107 is not suitable for this application and the grout material manufacturer shall instead certify that the mix will be completely shrinkage compensating. The mix shall be designed to ensure a good bond with the existing concrete. Material should also be selected so that the expansion of the material and the time at which expansion occurs in the hydration process will not result in damage to the existing structure. Temperatures for testing shall be appropriate for the range of temperatures that will be present during placement and curing (including both air and water temperatures). The mix shall be appropriate for use in areas which will be both underwater and above water throughout their service life and for the temperature range experienced in the environment at the project site (below freezing to above 100 degrees F).
- (f) Mixing water requirements shall be as specified by the grout manufacturer.
- (g) The grout manufacturer shall review the project details and certify that the materials are appropriate for this application. This includes certification that the materials are designed for applications requiring a high bond strength, complete shrinkage compensation, high durability, applicability for areas which will be both underwater and above water throughout their service life and for the temperature range experienced in the environment at the project site (below freezing to above 100 degrees F). Such certification shall also verify that the material selection is applicable for the installation technique required and for the geometry of the repair area. The manufacturer should also certify that heat of hydration will not adversely affect the material.

B. Required Testing: Note: All testing that requires laboratory types of analysis shall be performed at Corps of Engineers approved laboratories or testing facilities.

- (a) Air Content: Air content tests shall be performed for each batch of grout mixed. Any materials not having the manufacturer's specified air content shall be rejected. Tests shall be performed in accordance with ASTM C 231.
- (b) Slump or Flow Cone Testing: Slump or Flow cone tests shall be performed on each batch of concrete to ensure that the mix will flow as required during placement. Specific slump or flow cone parameters/criteria are not presented herein. The range of acceptable slump values or flow cone times shall be selected by the Contractor, working with the grout manufacturer and shall be approved by the Contracting Officer. The values shall be selected so as to ensure that the grout consistency will provide a finished product meeting the requirements herein using the approved installation methods and equipment.
- (c) Strength tests: A Corps approved testing lab shall be used. Required strengths are discussed in subsequent paragraphs. ASTM C39 shall be used for testing unless it is determined that ASTM C109 is appropriate for the approved mix. For each side of each gate, a minimum of 9 samples shall be obtained. Specific times for testing will depend upon the materials

used. One "short term test" (3 samples) shall be performed to show that the minimum 2000 psi strength requirement for lowering of the gates has been met. One "long term" test (3 samples) shall be performed to show that the minimum ultimate strength of 4000 psi has been achieved. The additional 3 samples are for "backup testing" if the other tests yield unsatisfactory results or if there are errors during the testing procedure.

- (d) Sounding: After the repair has been completed and the concrete has obtained a strength of 2000 psi (as determined by testing), the concrete shall be sounded with a hammer in the presence of the Contracting Officer. Such sounding is required to ensure that the new grout is free of voids and is adequately bonded to the mass concrete. Any results indicative of unsound or unbonded concrete shall be investigated as directed by the Contracting Officer by coring or other specified methods. Areas found to be deficient shall be repaired as directed by the Contracting Officer at the Contractor's expense and responsibility. The Contractor shall assume for bidding purposes that four cores will be required. Additionally, the cost for any cores beyond this number that show the concrete to be deficient shall be borne by the Contractor. Patching materials for the cores shall be appropriate for the application and shall be submitted to the Contracting Officer for approval.

C.1.1.1.6 REQUIRED SUBMITTALS:

- (a) Demolition & Surface Preparation: Contractor's methods/equipment for concrete demolition and guide and seal plate removal. Procedures for sandblasting/shotblasting and for final cleaning of the concrete substrate. Procedure for saturating and preparing substrate for the repair. Three copies shall be submitted at least 2 weeks prior to the beginning of this activity phase.
- (b) Stainless Steel Material Certifications: Three copies of material certifications shall be submitted at least one week prior to installation for all stainless steel items.
- (c) Epoxy grout for threaded rods: Three copies of product data and instructions shall be submitted at least one week prior to installation of threaded rods.
- (d) Mix Design & Material Testing: Grout mix design including material information/properties for all cementitious components, aggregates and admixtures. Test results showing conformance with ASTM C1107. Manufacturer's certification that the material is appropriate for the application and meets the requirements discussed in paragraph "Grout Materials and Mix Requirements". Manufacturer's requirements for mixing, placement and curing including temperature requirements. Source and properties of mixing water. Three copies of product data, instructions and certification shall be submitted at least one week prior to the placement of grout.
- (e) Form & Pump System Details: Detailed information on the Contractor's proposed system including equipment to be used, pumping pressures to be used, type of formwork and anchoring method, arrangement of ports/valves, general construction procedure. Three copies of process and procedure shall be submitted at least two weeks prior to the beginning of the activity.
- (f) Methods of Curing: The Contractor's methods of moist curing and length of the curing period. Three copies shall be submitted at least 2 weeks prior to the beginning of this activity phase.
- (g) Test Results: Results of all tests discussed in paragraph "Required Testing".
- (h) Patching Materials: Manufacturer's product information for materials to be used to patch any core holes or other holes such as anchor holes for forms. Manufacturer's certification that the materials are appropriate for the application. Three copies shall be submitted at least one week prior to the beginning of this activity phase.
- (i) Exposure to Lake Water: Prior to removing stoplogs, certification that the exposure of the concrete to the lake water will not result in concrete distress. Three copies shall be submitted at least one week prior to the beginning of this activity phase.

C.2. SCHEDULE: Notice to Proceed (NTP) on this contract is tentatively scheduled for approximately March 17, 2003. Within 5 days of the issuance of the NTP the CONTRACTOR shall arrange for, and attend, a pre-work conference to be held at the job site. Currently work is tentatively scheduled to commence on or about 1 April 2003, or as weather permits. The CONTRACTOR shall be prepared to commence work no later than that date, and shall end no later than 30 approved work days after that date, unless extensions are approved by the COR.

C.3. LIQUIDATED DAMAGES

C.3.1. Liquidated Damages -- Contract Length -- This contract is to be completed within 30 calendar days after work begins. Liquidated damages in the amount of \$300 per day shall be assessed for each day beyond the scheduled completion date. Days during which the contractor cannot work because of adverse weather or inundation shall be documented and discussed with the COR as they occur. The COR shall determine if the requested weather day supports an increase in contract length. The contract length shall be increased one (1) day for each weather day approved by the COR.

C.4 WEATHER DELAYS/INUNDATION

C.4.1 The following schedule of monthly anticipated adverse weather delays is based on the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The CONTRACTOR’S progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
19	11	9	9	9	9	6	7	5	6	6	13

C.4.2 Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the CONTRACTOR will record on a daily ledger, the occurrence of adverse weather and the resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50% or more of the CONTRACTOR’S scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph C.3.1 above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent full weather work days and issue a modification for contract extension.

C.4.3 INNUNDATION – Raystown Lake is a flood control project. The stoplogs supplied provide for limited freeboard above normal lake pools. In the event that the Raystown project experiences a high water event that has the potential to “top” the stoplogs, the Government will notify the CONTRACTOR in a timely fashion. At the time of the notification, (regardless of day or hour) the CONTRACTOR shall mobilize forces to remove exposed equipment and secure the site. Should the Government issue such and order, the period of performance for the contract shall be extended one day for each day impacted after the issuance of the order.

C.5. UNDERGROUND UTILITIES: Given the nature of the work, there is not anticipated any excavation that should affect the underground utilities in the area. If for whatever reason any excavation takes place, the CONTRACTOR what initiate a PA One Call no less than 3 days before the anticipated excavation is scheduled to take place.

C.6. SECURITY

C.6.1 Contractor is responsible to submit a photo copy of each member of the contractor’s staff identification to the Operations Manager at least seven days prior to arrival at the site. Each staff member will be required to have their photo identification with them at all times while on the project site.

C.6.2. All of the contractor’s employees who will be on Government property during the delivery of the stoplogs must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form I-151, or who presents other evidence from the INS that employment will not affect his/her immigration status. Contractors will, at government request, provide names and a pertinent identifying number (driver’s license, SSN) etc. of all employees expected to work on the job site. This information shall be made available NLT one week after the government’s request. The government reserves the right to prohibit the entrance of any employee to the site based on unfavorable background checks.

- 252.204-7000, Disclosure of Information (Dec 1991).
- 252.204-7003, Control of Government Personnel Work Product (Apr 1992).

C.6.3 Bidders are responsible for determining, in advance of bidding, the federal installation security requirements including, but not limited to, access, escort, identification, search procedures, and vehicle registration requirements that may impact contract work performance. At no additional cost to the government, Contractors will be responsible for complying with all security requirements at each installation."

C.6.4 Photos may not be taken while on the work site.

C.7. QUALITY CONTROL: The CONTRACTOR is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end

product that complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of the work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

C.8 GENERAL CONDITIONS

- a) Contractor will not be permitted to work on Saturday or Sunday or government recognized holidays without prior approval from the contract COR.
- b) Upon completion of the day's work and the job, work areas shall be in a clean and neat condition, free of litter, debris, or excess materials.
- c) The contractor must have sufficient labor, equipment, and supplies to perform all work required.
- d) Lost and Found: The contractor or his employees will turn in all articles found on public lands to the nearest Park Ranger, Ranger Office, or Seven Points Entrance Station.
- e) Damage: Special care shall be exercised to avoid damaging any facilities and the contractor will repair or restore any damage to such facilities, buildings, signs, etc., resulting from the contractor's failure to exercise reasonable care in the performance of the work. If the contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the contractor. The contractor will exercise extreme care, so as to protect all visitors from injury and their property from harm and/or damage.
- f) Storage of Equipment: Contractor equipment and supplies will not be stored on Government land or in Government facilities except in those locations indicated in the contract or at such locations as approved by the Operations Manager, Raystown Lake.
- g) Rules and Regulations: The contractor and employees will comply with all rules and regulations governing public use of water resources development projects as set forth in Title 36, CFR, Chapter III, Part 327 and all laws of the Commonwealth of Pennsylvania and the United States and they apply to the Raystown Lake Project, and obey all posted signs. Copies of Title 36 will be available from the Manager.
- h) Change of Work: If the amount or scope of work increases or decreases through no fault of the Government, the Government reserves the right to negotiate a change in the contract price based on the increase or decrease of the contract.
- i) Contractor and/or other vehicles used in the performance of contract: All vehicles will be properly licensed and inspected in accordance with the state of registration. In addition, vehicles, utilized but not owned by the contractor, will be properly insured either by the contractor or the vehicle owner to meet the requirements of the Commonwealth of Pennsylvania. The contractor will ultimately be responsible for claims arising out of careless, negligent, or unsafe operation of vehicles and any resulting damage to personal or Government property.

C.8. TRANSPORTATION.

C.8.1. Transportation of equipment and personnel to any job site on Raystown Lake from off the project will be at the expense of the CONTRACTOR.

C.8.2. CONTRACTOR will furnish support vehicles sufficient to meet needs for transportation of personnel, equipment, and supplies within and between job sites at the project.

C.9. CONTRACTOR EXPENSES OF MOBILIZATION, OPERATION AND REPAIR.

C.9.1. The CONTRACTOR will furnish at his own expense all skilled operators, labor, fuel, safety equipment and vehicles necessary for equipment transportation and bear all expenses incidental to the efficient operation of the plant in connection with the work.

C.10. CONTRACTOR EQUIPMENT.

C.10.1. All equipment to be used must be inspected and approved by the Contracting Officer or his authorized representatives prior to use and at any other time deemed necessary by the Corps of Engineers. All items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirement Manual, dated September 3, 1996. This manual is available on the Internet at http://www.hq.usace.army.mil/soh/hqusace_soh.htm

C.11. SAFETY

C.11.1. Application Publications. The publications listed below form a part of this specification and are referred to in the text by basic designation only.

C.11.1.1. U.S. Army Corps of Engineers EM 385-1-1 dtd. September 1996, Army Corps of Engineers - Safety and Health Requirements Manual. http://www.hq.usace.army.mil/soh/hqusace_soh.htm

C.11.2. GENERAL: Worker safety is of paramount importance. The CONTRACTOR shall comply with the Contract Clause in the Solicitation entitled ACCIDENT PREVENTION, including the U. S. Army Corps of Engineers Safety and Health Requirements Manual referred to therein in addition to the provisions of this specification.

C.11.3. **SAFETY PROGRAM:** The U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and all subsequent revisions referred to in the Contract Clause ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

a. The CONTRACTOR shall designate an employee responsible for overall supervision of accident prevention activities. Such duties shall include: (1) assuring applicable safety requirements are incorporated in work methods and (2) inspecting the work to ensure that safety measures and instructions are actually applied. The safety plan must be submitted in writing for acceptance by the Contracting Officer's Representative. The designated individual must be able to demonstrate his/her familiarity and understanding of the safety requirements over a prescribed trial period. The safety supervisor shall have the authority to act on behalf of the CONTRACTOR'S general management to take whatever action is necessary to assure compliance with safety requirements. The safety supervisor is required to be on the site when work is being performed.

b. Prior to commencement of any work at a job site, a pre-construction safety meeting shall be held between the CONTRACTOR and the Corps of Engineers Contracting Officer's Representative to discuss the CONTRACTOR'S safety program and in particular to review the following submittals:

(1) CONTRACTORS Accident Prevention Plan: An acceptable accident prevention plan, written by the prime CONTRACTOR for the specific work and implementing in detail the pertinent requirements of EM 385-1-1, shall be **submitted for Government acceptance.**

(2) Activity Phase Hazard Analysis Plan: Prior to beginning each major phase of work, an activity hazard analysis (phase plan) shall be prepared by the CONTRACTOR for that phase of approval. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is **to perform** work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

(3) Dive Safety Plan: Fourteen calendar days prior to the placement of stoplogs, the contractor shall prepare and submit for approval a dive safety and dive operations plan. This plan shall follow the Corps of Engineers format and shall be specific to the location and the work being performed. Diving cannot commence until such time as the Corps approves the dive plan.

C.11.4 **ACCIDENTS:** Accidents are to be investigated by both CONTRACTOR personnel and the Contracting Officer. ACCIDENT REPORTING, ENG FORM 3394: Section I, Paragraph 01.D, of EM 385-1-1 and the Contract Clause entitled ACCIDENT PREVENTION are amended as follows: "The prime CONTRACTOR shall report on Eng. Form 3394, supplied by the Contracting Officer, all injuries to his employees or subcontractors that result in lost time and all damage to property and/or equipment in excess of \$2,000 per incident. Verbal notification of such accident shall be made to the Contracting Officer within 24 hours. A written report on the above noted form shall be submitted to the Contracting Officer within 72 hours following such accidents. The written report shall include the following:

C.11.5 Applicable OSHA Requirements are expected to be followed.

C.11.6 OSHA Inspections: CONTRACTORS shall immediately notify the Contracting Officer's Representative when an OSHA Compliance official (Federal or State representative) presents his/her credentials and informs the CONTRACTOR that the workplace will be inspected for OSHA compliance. CONTRACTORS shall also notify the Contracting Officer's Representative upon determination that **an exit interview will take place** upon completion of the OSHA inspection. (NABSA OCT 05, 1976)

C.11.7. SAFETY SUBMITTALS FOR GOVERNMENT APPROVAL: **Submittals shall** be in accordance with Section 01305 CONTRACTOR SUBMITTAL PROCEDURES. **All required** submittals of items specified in this section shall be for information only, except for those items including, but not limited to, the following that shall be submitted for **Government acceptance**:

- a. Written designation of Safety Representative.
- b. Written Project Specific Accident Prevention Plan.
- c. Written Activity Phase Hazard Analysis Plan.
- d. CONTRACTOR dive plan.

At the prework conference, the CONTRACTOR will provide a comprehensive Safety Hazard Analysis Plan in accordance with the requirements of EM 385 1-1 – “Safety and Health Requirements Manual” and OSHA for approval of the COR. The plan will address at a minimum – training; first aid; emergency response; accident reporting; safety inspection and correction; hazard analysis; safety equipment inspection, repair and replacement; spill control; control substances, etc.

C.12. OBJECTIONABLE EMPLOYEES.

The CONTRACTOR will remove from the work site any employee who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be the basis of any claim for compensation or damages against the United States or any of its officers or agents.

C.13. CLEANING UP AND MATERIAL DISPOSAL.

C.13.1 The CONTRACTOR shall maintain the premises in a clean and neat condition satisfactory to the Contracting Officer at all times.

C.13.2 All materials (grout) etc. shall be disposed of in a Pennsylvania Department of Environmental Protection (PADEP) approved landfill in accordance with applicable federal and state laws and/or regulations.

C.14. CONTRACTOR'S RESPONSIBILITY.

C.14.1. The CONTRACTOR shall be responsible that his employees strictly comply with all Federal, State, and municipal laws and all sections of Title 36 CFR 327 that may apply to operations under the contract. It is understood and agreed that the CONTRACTOR assumes full responsibility for the safety of his employees, plant, and materials.

C.14.2. In the CONTRACTOR'S absence, the CONTRACTOR will designate an individual to represent the interests of the CONTRACTOR and act in his behalf with regards to all matters and activities involving the contract, including safety.

C.14.3. Contractor shall provide insurance as required in Clause 52.228-4001 “Required Insurance (See Section H)

C.15. DELAYS. If the CONTRACTOR refuses or fails to begin work within the time specified in Section C.2.1, or any extension thereof, as provided in specification, or to maintain the property in serviceable condition and diligently and competently to conduct the specified operations as indicated by the Contracting Officer, the Government may by written notice, terminate the right of the CONTRACTOR to proceed with delivery or with further performance under the contract or such part of parts thereof affected by the delay. In such event, the Government may use or procure similar property by contract or otherwise and the CONTRACTOR shall be liable to the Government for any excess cost occasioned thereby. Unless otherwise provided in the specifications, the Government shall not be chargeable for out of service time due to breakdown not caused by the act of negligence of the Government of its agents.

C.16 PRE-BID SITE VISIT

Prospective bidders are strongly encouraged to visit the actual locations and areas of work. A pre bid site inspection will be held at the Raystown Lake Dam at 1:00 P.M on 13 February 2003. Since the dam is closed to the general public, CONTRACTORS wishing

to attend must make an appointment for attendance to the pre-bid by contacting Ms. Dorothy McClain at (814) 658-3405 x2803. Individual requests to visit the site on alternate days will not be granted.

C.17. INSPECTIONS, DEFICIENCIES, DEDUCTIONS, DEFAULT

C.18.1 The government reserves the right to inspect completed work or work in progress.

C.18.2 Deficiencies: Work found not satisfactory, or not meeting industry standards, and deemed to have been the result of inadequate work will be noted and may be referred to the contractor for immediate correction, or if judged not feasible, may be deducted from the contractor's pay estimate. Should the contractor fail to correct the deficiency, if requested to re-perform the service, the Government may:

- (1) deduct the unit cost from the contractor's pay estimate
- (2) hire the work performed and deduct the cost from the contractor's pay estimate.

C.18.3 Deductions: Should there arise the need to deduct money for damages or services not rendered, the basis for such deductions shall be subjectively computed by the Contracting Officer's representative. Deductions for damages to government property shall be handled in the same fashion at the same rates and terms. In all cases, the contractor shall be provided with an itemized breakdown of the deduction.

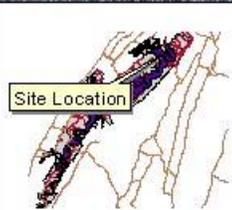
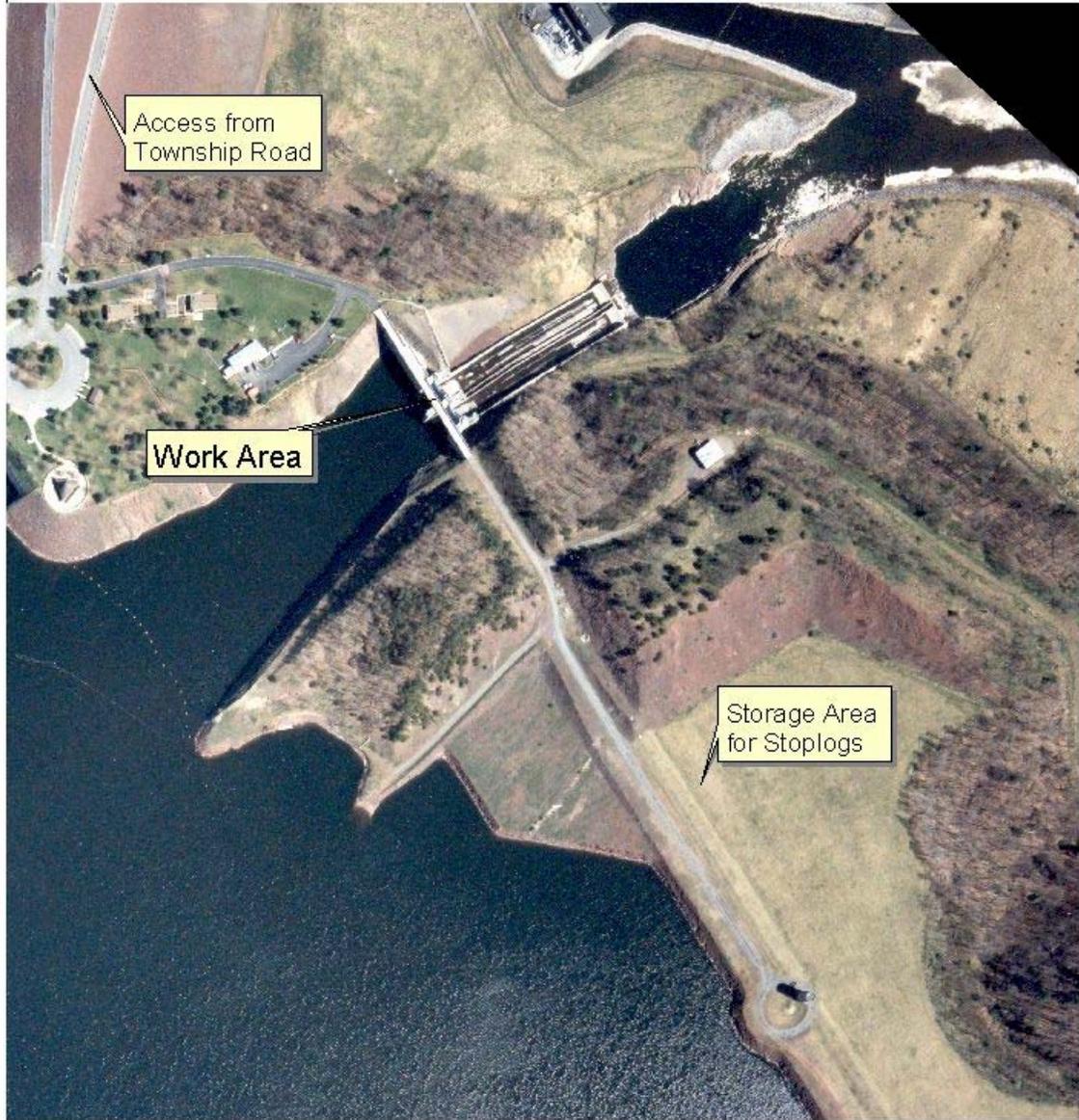
C.18.4 Default: Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications. Following is a partial listing of reasons for which default may be considered:

- (1) Repetitive pay deductions for nonperformance.
- (2) Repetitive callbacks for corrections.
- (3) Repetitive safety violations.
- (4) Abnormal high amounts of inflicted damage on government facilities or private property.
- (5) Verbal or physical assaults on other contractors, Government employees, or visitors.
- (6) Repetitive unsatisfactory work.

C.19. PAYMENTS.

Unless otherwise provided in the specifications, partial payments can be made at the end of each two- (2) week period for work completed and/or materials on site justified by appropriate vendor receipts. Invoices shall be prepared and submitted to Operations Manager, U. S. Army Corps of Engineers, R. D. #1, Box 222, Hesston, Pa 16647. Invoices shall contain the following information: contract number, item number(s), materials expended and invoices and cost per unit, invoice date and be signed by the CONTRACTOR or authorized representative. The CONTRACTOR shall estimate the total of the job completed on a percentile basis. The government reserves the right to, based on inspections, to validate the accuracy of the CONTRACTORS completion percentage and request modified invoices.

RAYSTOWN LAKE DAM REPAIRS



Site Location Map
for Work Area and Stoplog Storage



1 : 3,600 1 inch = 300.00 feet

SECTION H
SPECIAL CONTRACT REQUIREMENTS
52.0000-4048 REQUIRED INSURANCE (52.0000-4048)

Prior to commencement of work, the Contractor shall furnish the original of his Insurance Certificate directly to the Operations Manager, Raystown Lake, Corps of Engineers, R.D. 1 P.O. Box 222, Hesston, PA 16647. The Contractor shall maintain, during the entire period of his performance under this contract, the following minimum insurance requirements:

- (a) Comprehensive general liability insurance for bodily injury in the minimum limits of \$1,000,000 per occurrence.
- (b) Comprehensive vehicle liability insurance covering the operation of all vehicles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$100,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (c) Workmen's Compensation and Employer's Liability Insurance in the minimum amount of \$100,000.00, or in compliance with applicable State statutes.
- (d) An endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

NOTE:

(1) It is recommended that the contractor furnish a copy of the foregoing requirements to his insurance company in order to assure that an Insurance Certificate is issued meeting the minimum requirements shown. The Insurance Certificate shall also show the contract number to which it applies as well as a brief description and location of the work.

END OF SECTION H

WAGE RATES

WAGE DETERMINATION DECISION
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses*:

Decision No. PA020004 dated 24 January 2003

HEAVY CONSTRUCTION WAGE SCHEDULES FOR HUNTINGDON COUNTY ONLY APPLY TO THIS PROJECT.

*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29

CFR 5.2(1))

General Decision Number PA020004

General Decision Number PA020004

Superseded General Decision No. PA010004

State: Pennsylvania

Construction Type:

HEAVY

HIGHWAY

County(ies):

ALLEGHENY CLINTON JEFFERSON
 ARMSTRONG CRAWFORD LAWRENCE
 BEAVER ELK MCKEAN
 BEDFORD ERIE MERCER
 BLAIR FAYETTE MIFFLIN
 BUTLER FOREST POTTER
 CAMBRIA FRANKLIN SOMERSET
 CAMERON FULTON VENANGO
 CENTRE GREENE WARREN
 CLARION HUNTINGDON WASHINGTON
 CLEARFIELD INDIANA WESTMORELAND

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer groutin projects and excluding sewage and water treatment plant projects)

Modification Number Publication Date

0 03/01/2002
 1 03/29/2002
 2 04/12/2002
 3 05/03/2002
 4 06/28/2002
 5 07/12/2002
 6 10/25/2002
 7 11/01/2002
 8 01/03/2003
 9 01/24/2003

COUNTY(ies):

ALLEGHENY CLINTON JEFFERSON
 ARMSTRONG CRAWFORD LAWRENCE
 BEAVER ELK MCKEAN
 BEDFORD ERIE MERCER
 BLAIR FAYETTE MIFFLIN
 BUTLER FOREST POTTER
 CAMBRIA FRANKLIN SOMERSET
 CAMERON FULTON VENANGO
 CENTRE GREENE WARREN
 CLARION HUNTINGDON WASHINGTON
 CLEARFIELD INDIANA WESTMORELAND

* BOIL0013E 08/30/2002

Rates Fringes

CENTRE, FRANKLIN, POTTER, CLINTON, FULTON, HUNTINDON AND MIFFLIN COUNTIES

BOILERMAKERS 31.13 14.84

 BOIL0154G 06/01/2000

Rates Fringes

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET,

VENANGO, WARREN, WASHINGTON AND WESTMORELAND COUNTIES
BOILERMAKERS

26.52 12.46

BOIL0744H 10/01/2000

Rates Fringes

ERIE COUNTY

BOILERMAKERS

26.95 10.91

BRPA0002A 12/01/2000

Rates Fringes

ALLEGHENY; AND WASHINGTON (Townships of Cross Creek, Hanover, Jefferson, Mt. Pleasant, Nottingham, Peters, Robinson, Smith and Union) COUNTIES

BRICKLAYERS

23.08 8.85

* CARP2235G 01/01/2003

Rates Fringes

PILEDRIVERMEN

24.48 8.72

PILEDRIVERMEN - WELDER

24.71 8.79

CARP2235H 01/01/2003

Rates Fringes

DIVER

36.72 8.72

TENDER

24.48 8.72

* CARP2274A 01/01/2003

Rates Fringes

ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES

CARPENTERS

23.60 8.44

CARPENTERS (WELDERS)

24.12 8.62

BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD, CRAWFORD, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, MIFFLIN, POTTER, SOMERSET, VENANGO, AND WARREN COUNTIES

CARPENTERS

23.42 8.37

CARPENTERS (WELDERS)

23.94 8.56

* ELEC0005F 12/28/2002

Rates Fringes

ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON, GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET, WASHINGTON AND WESTMORELAND COUNTIES

ELECTRICIANS

27.70 11.92

* ELEC0005J 12/28/2002

Rates Fringes

BUTLER AND VENANGO COUNTIES

ELECTRICIANS

27.70 11.92

ELEC0056E 06/01/2002

Rates Fringes

ERIE, FOREST AND WARREN COUNTIES

ELECTRICIANS

22.55 3%+10.72

ELEC0126M 06/04/2000

Rates Fringes

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE, CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON,

INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND COUNTIES

LINE CONSTRUCTION:

Lineman	28.05	2.80+18%
Winch Truck Operator	19.64	2.80+18%
Truck Driver	18.23	2.80+18%
Groundman	16.83	2.80+18%

 ELEC0126Q 06/04/2000

Rates Fringes

FRANKLIN AND MIFFLIN COUNTIES

LINE CONSTRUCTION:

Lineman	23.68	2.80+16%
Winch Truck Operator	16.58	2.80+16%
Truck Drivers	15.39	2.80+16%
Groundman	14.21	2.80+16%

 * ELEC0143G 06/01/2002

Rates Fringes

FRANKLIN & MIFFLIN COUNTIES

ELECTRICIANS	22.80	3.5%+8.79
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 * ELEC0712J 12/30/2002

Rates Fringes

CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES

ELECTRICIANS	23.70	16.84
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 * ELEC0812I 12/01/2002

Rates Fringes

CLINTON COUNTY

ELECTRICIANS	22.38	10.11
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 * ELEC0812J 12/01/2002

Rates Fringes

POTTER COUNTY

ELECTRICIANS	23.40	10.14
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 * ELEC0812M 12/01/2002

Rates Fringes

CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships)

ELECTRICIANS	23.40	10.14
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 ELEC1319G 01/02/2000

Rates Fringes

BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND POTTER COUNTIES

LINE CONSTRUCTION:

Lineman, Dynamite Man,		
Heavy Equipment Operator	24.74	6%+4.35
Winch Truck Operators	17.54	6%+4.35
Groundman	15.55	6%+4.35
Truck Drivers	17.29	6%+4.35

 * ENGI0066T 01/01/2003

Rates Fringes

ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, CRAWFORD, ERIE, ELK, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES

POWER EQUIPMENT OPERTORS:

GROUP 1	22.68	10.49
GROUP 2	22.42	10.49
GROUP 3	18.77	10.49
GROUP 4	18.31	10.49
GROUP 5	18.06	10.49

BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	22.39	10.49
GROUP 2	22.11	10.49
GROUP 3	18.47	10.49
GROUP 4	17.98	10.49
GROUP 5	17.77	10.49

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 -Asphalt Paving Machine (Spreader),Autograde (C.M.I. and similar); Backfiller, Backhoe -360 degree Swing; Cableway; Caisson Drill(similar to Hugh Williams),Central Mix Plant; Cooling Plant; Concrete Paving Mixer,Concrete Pump (self-propelled); Cranes; Cranes (boom or mast over 101ft.\$25 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary- Climbing Tower Crane); Derrick; Derrick Boat; Dozer (d-6 & over); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote control or otherwise),Grader (power-fine grade); Helicopter; (1500 lb. or over lift),Helicopter (under 1500 lb. lift), Hllift (4 cy. and over); Hoist 2 Drums or more (in one unit); Hydraulic Boom Truck with pivotal cab (single motor-Pitman or similar); Kocal; Lead Mechanic,Locomotive (std. Gauge); Metro-chip Harvester or similar; Milling Machine (Roto Mill or similar); Mix Mobile; Mix Mobile (with Self Loading Attachment),Mucking Machine (tunnel); Pile Driver Machine; Pipe Extrusion Machine; Presplitter Drill (self contained); Refrigeration Plant (soil Stablization) Rough Terrain Crane (25 ton over),Rough Terrain Crane (under 25 ton), Scrapers; Shovel-Power; Slip form Paver (C.M.I. and similar); Trenching Machine (30,000 lb. and over), Trenching Machine (under 30,000 lb.), Tunnell Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley

GROUP 2: Asphalt plant operator; auger (tractor mtd.); auger (truck mtd.); Backhoe (rear pivotal swing) (180 swing); belt loader (euclid or similar); boring machine; cable placer or layer; compactor with blade, concrete batch plant (electronically synchronized); concrete belt placer (C.M.I. and similar); concrete finishing machine and spreader, concrete mixer (over 1 cy.) concrete pump (stationary);core drill (truck or skid mtd. - similar to penn drill),dozer (under D-6); Ditch Witch Saw, force feedloader; fork lift (lull or similar); grader - power; grease unit opertor (head); guard rail post driver (truck mounted) guard rail post driver (skid type); hilift (under 4 cy.) hydraulic boom truck (non-pivotal cab);job work boat (powered), jumbo operator; locomotive (narrow guage); mechanic minor equipment operator (accumulative four units); mucking machine; multi-head saw (groover); overhead crane; roller -power- asphalt; ross carrier; side boom or tractor mounted boom; shuttle buggy (asphalt),stone crusher (screening-washing plants); stone spreader (self propelled) truck mounted drill (davey or similar); welder and repairman; well point pump operator.

GROUP 3: Broom Finisher (C.M.I. or similar); Compactors/Rollers (static or vibratory (Self-propelled); Curb Builder; Minor Equipment Opertor (two or three units); Multi-head Tie Tamper;

Pavement Breaker (self-propelled or ridden); Soil Stabilizer Machine; Tire Repairman; Tractor (snaking and hauling); Well Driller and Horizontal: Winch or "A" Frame Truck (when hoisting and lowering).

GROUP 4: Ballast Regulator; Compressor; Concrete Mixer (1 cy. & under with skip); Concrete Saw (Ridden or self-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Grout Pump; Heater (Mechanical); Hoist (single Drum); Ladavator, Light Plant; Mulching Machine; Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, spray Cure Machine (powered Driven); Subgrader; Tie Puller; Tugger; Welding Machine (gas or Diesel).

GROUP 5: Deck Hand; Farm Tractor; Fireman on Boiler; Mechanic's Helper, Oiler; Power Broom; Side Delivery Shoulder Spreader (attachment).

IRON0003A 06/01/2002

Rates Fringes

ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES

IRONWORKERS	26.82	12.81
RODMAN (Heavy Only)	21.25	8.50

IRON0207F 07/01/2002

Rates Fringes

LAWRENCE, MERCER, AND VENANGO COUNTIES

IRONWORKERS	24.40	11.85
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IRON0348B 05/01/2002

Rates Fringes

CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES

IRONWORKERS	22.07	12.65
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* IRON0404J 01/01/2003

Rates Fringes

FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES

IRONWORKERS STRUCTURAL	23.17	11.95
IRONWORKERS REINFORCING	20.17	11.95

* IRON0549D 07/01/2002

Rates Fringes

GREENE COUNTY

IRONWORKERS	24.78	12.41
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IRON0568P 05/01/2001

Rates Fringes

BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES

IRONWORKERS:

Structural, Ornamental, Reinforcing, Machinery Mover, Rigger & Machinery Erector, Welder, Fence Erector	23.76	6.77
Sheeter, Bucker-Up	23.47	6.77

IRON0772A 06/01/2002

Rates Fringes

BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN AND POTTER COUNTIES

IRONWORKERS 23.37 12.83

 * LABO0811A 01/01/2003

 Rates Fringes
 ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION,
 CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE,
 MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND
 WESTMORELAND COUNTIES

LABORERS:

GROUP 1	20.30	8.00
GROUP 2	20.46	8.00
GROUP 3	20.85	8.00
GROUP 4	21.30	8.00
GROUP 5	21.71	8.00
GROUP 6	16.75	8.00
GROUP 7	21.30	8.00
GROUP 8	22.80	8.00

BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN,
 FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES

LABORERS:

GROUP 1	20.20	8.00
GROUP 2	20.36	8.00
GROUP 3	20.85	8.00
GROUP 4	21.30	8.00
GROUP 5	21.71	8.00
GROUP 6	16.75	8.00
GROUP 7	21.20	8.00
GROUP 8	22.70	8.00

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman
 (weigh) Blaster, Boatman, Brakeman, Change house attendant,
 Cofferdam, Concrete curing pitman, Puddler, Drill Runner's
 helper (Includes Drill Mounted on Truck, Track, or similar and
 Davey Drill Spots, Clean up, helps to maintain), Electric Brush
 and or Grinder, Fence Construction (Including Fence Machine
 Operator) Form stripper and Mover, Gabion (Erectors and Placers)
 Hydro jet blaster nozzleman; Landscape laborer, Manually moved
 emulsion sprayer, Radio actuated traffic control operator
 Rip rap work, scaffolds and Runways, Sheeters and Shorers
 (includes lagging) structural concrete Top Surfacers, Walk Behind
 Street Sweeper, and Wood Chipper

GROUP 2: Air tool operator (all types); Asphalt, batch &
 concrete plant operator (manually operated) Burner, Caisson ;
 men (open air); Carryable pumps; Chain saw operator including
 attachments, Cribbing, (concrete or steel); Curb machine operator
 (asphalt or concrete walk behind); Diamond head Core Driller,
 Drill runner's helper (tunnel) Fork Lift, (walk behind), Form
 Setter (Road Forms Line man) Highway Slab reinforcement placers
 (including joint and Basket Setters) Hydraulic pipe pusher; Liner
 plates (Tile or Vitrified Clay) Mechanical compacting equipment
 operators, Mechanical joint sealer, Dope pot and Tar Kettle,
 Mortar mixer (hand or machine) Muckers, Brakemen & all other
 Labor, (Includes installation of utility lines) Pipe Layers
 /Fusion /Heating Iron (Regardless of materials) Portable Single
 Unit Conveyor, Post Hole Auger, (2 or 4 cycle hand operated)
 Power wheelbarrows and buggies, Rail porter or similar; Sand
 blaster; Signal Man, Vibrator operator, Crown Screed Adjuster, All
 RAILROAD TRACK WORK TO INCLUDE THE FOLLOWING: adzing machine,
 ballast Router, Bolting Machine, Power Jacks, Rail Drills,
 Railroad Brakeman, Rail Saws, Spike Drivers (Manually or hand held

tool) Spike Pullers Tamping Machine, Thermitweld
 GROUP 3: Asphalt Luteman/Raker,Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Gunitite or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe (aligning and securing); Placing wire mesh on gunitite projects; Wagon drill operators (air track or similar); Walk behind ditching machine (trencher or similar)
 GROUP 4: Reinforcing Steel Placer (Bending, aligning, and securing, Cadweld)
 GROUP 5: High Burner,(Any burning not done from deck) Welder (Pipeline)
 GROUP 6: Flagperson.
 GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels C and D
 GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels A and B

 PAIN0021U 05/01/2002

	Rates	Fringes
CLINTON COUNTY		
PAINTERS:		
Brush & Roller	21.35	8.00
Spray	22.35	8.00
Bridge	22.30	8.00

 * PAIN0057I 06/01/2002

	Rates	Fringes
CAMERON, CRAWFORD, FOREST, MCKEAN, POTTER AND WARREN COUNTIES		
PAINTERS:		
Brush and Roller	17.91	9.05
ERIE COUNTY		
PAINTERS:		
Brush and Roller	17.75	7.30
Spray and Sandblasting	18.50	7.30
Bridges,Stacks,Towers	19.75	7.30

 * PAIN0057Q 06/03/2002

	Rates	Fringes
ALLEGHENY, FAYETTE, GREEN, WASHINGTON COUNTIES		
PAINTERS:		
Brush & Roller	22.98	8.70
Spray	23.48	8.70

 * PAIN0057R 06/03/2002

	Rates	Fringes
ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER,CAMBRIA, CENTRE, CLARION, CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA, JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND WESTMORELAND COUNTIES		
PAINTERS:		
Brush and Roller	22.63	9.05
Spray	23.13	9.05

PAIN0411C 05/01/2002

	Rates	Fringes
FRANKLIN COUNTY PAINTERS, BRUSH	21.00	5.15

* PLAS0526A 01/01/2003

	Rates	Fringes
CEMENT MASONS	22.90	9.14

PLUM0027B 06/01/2002

	Rates	Fringes
ALLEGHENY, ARMSTRONG, GREENE (Except extreme Eastern portion) AND WASHINGTON (Except extreme Eastern portion) COUNTIES PLUMBERS AND PIPEFITTERS (Bridge Drain Pipe)	28.65	10.16

PLUM0047G 05/01/2002

	Rates	Fringes
BEAVER, BUTLER, MCKEAN, MERCER, VENANGO, CLARION, LAWRENCE, FOREST, WARREN, CRAWFORD, AND ERIE COUNTIES PLUMBERS AND PIPEFITTERS (Bridge Drain Pipe)	25.52	10.46

PLUM0354E 06/01/2002

	Rates	Fringes
BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK, FAYETTE, GREENE (Extreme Eastern portion), HUNTINGDON, INDIANA, JEFFERSON, SOMERSE, WASHINGTON (Extreme Eastern portion), AND WESTMORELAND COUNTIES PLUMBERS AND PIPEFITTERS (Bridge Drain Pipe)	20.81	11.84

PLUM0520G 05/01/2002

	Rates	Fringes
CENTRE, CLINTON, FRANKLIN, FULTON, MIFFLIN, AND POTTER COUNTIES PLUMBERS AND PIPEFITTERS (Bridge Drain Pipe)	24.93	10.19

* TEAM0040A 01/01/2003

	Rates	Fringes
ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARFIELD, CRAWFORD, ERIE, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND TRUCK DRIVERS		
GROUP 1	20.28	37%+.05+A+B
GROUP 2	20.43	37%+.05+A+B
GROUP 3	20.98	37%+.05+A+B
BEDFORD, CAMERON, CLAIRON, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES TRUCK DRIVERS		
GROUP 1	20.09	37%+.05+A+B
GROUP 2	20.28	37%+.05+A+B
GROUP 3	20.82	37%+.05+A+B

FOOTNOTES:

- A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate
- B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman
- GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)
- GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloader, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

 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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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, D. C. 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, D. C. 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, D. C. 20210
- 4.) All decisions by the Administrative Review Board are final.
- END OF GENERAL DECISION

CCR

**DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715**

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.

2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.

3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.

4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.

5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm>.

Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD

Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.
- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT
SUBJECT: Central Contractor Registration (CCR)

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002,
Subject: Central Contractor Registration (CCR).

James J. Rich
JAMES J. RICH, PhD.
Chief, Contracting Division

